TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 300.

THOMAS P. MATHERS AND MARY W. MEEHA, WIDOW OF [illegible], DECEASED, CLAIMANTS OF THE STEAMBOAT [illegible], &c., APPELLANTS,

vs.

HOPKINS C. BLESSING.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED OCTOBER 7, 1879.

SUPREME COURT OF THE UNITED STATES.

No. 300.

THOMAS P. LEATHERS AND MARY W. MEEHA, WIDOW OF ANTHONY PANLY, DECEASED, CLAIMANTS OF THE STEAMBOAT NATCHEZ, &c., APPELLANTS,

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of cotton from striking him on the head and crushing him to death instantly.

V. That the cotton was piled upon the bridging over said gangway in a negligent, unskillful and improper manner, to the knowledge of the master and crew and officers of said boat, and since the injury to libellant as aforesaid he has ascertained that they, the officers and crew, were notified that the bale which struck libellant was slipping and would fall unless attended to, and no attention was paid to said notice,
5 though there was ample time and opportunity to do so before libellant went on board as aforesaid.

VI. That the injury to libellant as aforesaid was entirely due and owing to the gross carelessness, negligence and unskil'fullness on the part of the master and officers of said steamboat Natchez, in the piling and stowing of the cotton on said boat over the gangway leading to the boiler-deck and cabin of said boat, and in no way attributable to libellant, and that he did everything in his power to avoid the same and that prudence, care and skill could suggest.

VII. That libellant is 38 years of age; has been engaged in the cotton-seed business, in which he earned $200 per month up to the time of his injury as aforesaid, and intended going home on the said boat on her next trip. That since his injury aforesaid he has been confined to his bed, at the Waverly Hotel, in this city, suffering great pain in body and mind, with five physicians and surgeons in attendance upon
6 him, who endeavored by every means in their power to save his foot, but were compelled to cut it off above the ankle on the 2d of January, 1874.

VIII. That libellant has incurred and paid heavy expenses for boarding, medicines, and physicians', surgeons' and nurses' bills, amounting in all to the sum of $1,957.50, as more fully detailed in the statement annexed and made part hereof, and he has been rendered a cripple for life, and will be forever unable to engage in the business by which he heretofore earned a living for himself and family, in consequence of which he now claims from the said steamboat Natchez, the said sum of $1,957.50, dollars for expenses already incurred, with the further sum of twenty-five thousand dollars, with 5% interest from judicial demand as damages for the injury he has sustained in his person and feeling by reason of the acts aforesaid.

IX. That all and singular the premises are true and within the admiralty and maritime jurisdiction of the United States, and of
7 this honorable court.

Wherefore libellant prays that process in due form of law, and according to the course of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said steamboat Natchez, her tackle, apparel, machinery and furniture, and that all persons claiming any interest in said vessel may be cited and admonished to appear and answer the matters aforesaid, and after due proceedings had, that this honorable court will be pleased to decree the payment of libellant's aforesaid claim with interest, and all costs of suit, and that the said steamboat may be condemned and sold to pay the same; and libellant prays for such other and further relief in the premises as in law and justice he may be entitled to receive and this court is competent to give.

(Signed) COTTON & LEVY, & B. EAGAN,
(Signed) H. C. BLESSING, *Proctors.*

Sworn to and subscribed before me at the city of New Orleans,
8 this 10th day of February, 1874.
(Signed) ALFRED INGRAHAM,
Comm'r of the United States.

Let admiralty process issue as prayed for.
February 26, 1874.
(Signed) I. A. CHARBONNET,
D'y Clk.

VOUCHERS—FILED WITH LIBEL.

Mr. H. C. Blessing to Dr. S. Choppin, Dr.

For professional services rendered himself for a compound dislocation of the ankle-joint, resection of astrapalus, and subsequent amputation of leg, including services of Doctors Burns, Beard, Schuppert and Schlater, $1,200.00.

NEW ORLEANS, *January* 7, 1874.

M. Choppin, bought of Wheelock, Finlay & Co., importers & wholesale druggists:

1 y'd oiled silk	$2 00
½ " carbolized tow	75

9 Paid.
DUNN.

WAVERLY HOTEL,
New Orleans, Jan'y 16, 1874.

Mr. H. C. Blessing & wife, Dr.

To board & lodging for 90 days (3 months)	$360
Meals carried to room	25
Fire & gas	45
Destroyed bed clothes	15
Extra washing	10
Board bill for nurse	50
	$505

THS. W. KIDDER,
Pro. Waverly Hotel.

NEW ORLEANS, *Jan'y* 22, '74.

Mr. H. C. Blessing to J. De Bunneseth.

January	2.		Prescription, ^{a} Shaacf ^{a}	50
	3.		" ^{b} (3) Prescription, 1.50	2 25
	7.		$\frac{22199}{22184}$ $\frac{}{22181}$ double	2 75
	10.		Prescriptions, $\frac{22181}{22199}$	2 00
	14.	2	" $^{4\ b}$	1 25
	17.	1	" ret	50
	19.	1	22199–22181	2 00
	22.	1	22181	50
				$11 75

10	Medicines & bandages, oil-silk destroyed feather pillows.	30 00
	Cab hire	8 00
	Hire of nurse, 3 months	200 00
		$249 75

NEW ORLEANS, 1874.

The Steamboat Natchez to H. C. Blessing, Dr.

	Bill of Wheelock, Finlay & Co	2 75
	" " Dr. Choppin & al	1,200 00
	" " nurse & medicines	249 75
	" " board of Blessing, wife, & nurse for 3 months, Waverly Hotel	505 00
		1,957 50
	Damages for injury in person and feeling	25,000 00
		26,957 50

Admiralty warrant.—Issued February 26th, 1874.

The President of the United States of America to the marshal of the district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded forthwith to seize and into your
11 possession take the st'b't Natchez, her tackle, apparel, machinery, and furniture, now libeled by Hopkins C. Blessing, for the causes set forth in the libel now pending in the district court of the United States for the district of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before a district court of the United States for the district aforesaid, to be holden at the city of New Orleans, on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said steamboat should not be condemned and sold agreeably to the prayer of libellant, and how you have executed this warrant that you make return according to law.

Witness the honorable Edward H. Durell, judge of the said court, at New Orleans, this 26th day of February, 1874, and the 98th year of the Independence of the United States.

12 (Signed) J. A. CHARBONNET,
D'y Clerk.

Marshal's return.

Received Feb. 26, 1874, by the U. S. marshal and on the 13th day of March, 1874, seized and took into my possession the steamboat Natchez, her tackle, &c., &c.; app't'd keeper thereon; monition published in the New Orleans Republican, and hereto attached. N. O., M'ch 28, '74.

(Signed) C. R. STEELE,
D'y Marshal.

Marshal's monition attached to warrant.

HOPKINS C. BLESSING *vs.* STEAMBOAT NATCHEZ. } In the United States district court. No. 10371.

In obedience to an admiralty warrant to me directed in above-entitled suit, I have seized and taken into my possession the steamboat Natchez, her engines, furniture, etc., now libeled by Hopkins C. Blessing, for the causes set forth in the libel now pending in the
13 district court of the United States; and I do hereby cite and admonish the owner or owners thereof, and all and every person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear at a district court of the United States for the district aforesaid, to be holden at the city of New Orleans, on the third Monday of April, to show cause, if any they have or can, why the said steamboat Natchez should not be condemned and sold, agreeably to the prayer of libellant.

United States marshal's office, New Orleans, March 14, 1874.

S. B. PACKARD,
U. S. Marshal.

Bond for costs.—Filed March 3d, 1874.

UNITED STATES OF AMERICA,
District of Louisiana, ss, to wit:

Personally appearing before me, the undersigned, United States commissioner for the district of Louisiana aforesaid, and Thos.
14 W. Kidder and Louis Benjamin, as sureties, do hereby acknowledge themselves jointly and severally to be indebted unto the steamer Natchez and owners in the full sum of two hundred and fifty dollars, lawful money of the United States, to be levied of their goods, chattels, lands, and tenements for the use of the said owners, and for the payment whereof they jointly and severally bind themselves, their heirs, executors, and administrators firmly by these presents.

Whereas in the matter of Hopkins C. Blessing vs. Steamboat Natchez, No. 10371 of the docket of the district court of the United States for the district of Louisiana, a libel has been filed on behalf of said Blessing:

This obligation to be null and void on condition that the said principal and sureties shall abide by the final decree rendered in the cause, and pay all such costs, expenses, and damages as shall be awarded by the court upon the final decree, whether it is rendered in the
15 original or appellate court; otherwise this obligation to remain in full force and virtue.

(Signed)	H. C. BLESSING.	[L. S.]
"	TH'S W. KIDDER.	"
"	LOUIS BENJAMIN.	"

Signed and sealed, at the city of New Orleans, this 10 day of February, 1874, in presence of—

ALFRED INGRAHAM,
U. S. Commissioner in and for the District of Louisiana.

Agreement to release steamer.—Filed March 14th, 1874.

HOPKINS C. BLESSING
vs.
ST'R NATCHEZ.

U. S. district court.

We agree to release the steamboat Natchez herein seized and permit her to go out on this trip, on condition that a claim is filed and the claimant or claimants agree to furnish the usual bond between this and next Friday, 20th of March, 1874, and also that they make the usual and customary deposit with the clerk and marshal before being released. This release is not to prejudice the libellant or prevent
16 his seizing the boat on her next arrival in port, when the bond is to be given; the object and intention of this agreement being to give the claimant or claimants time to furnish the usual and customary bond.

March 14th, 1874.

(Signed) COTTON & LEVY & BENTINCK EGAN,
Proctors.

We agree to accept this release.

(Signed) T. P. LEATHERS.
ST'B'T NATCHEZ & OWNERS.

Claim.—Filed March 14, 1874.

HOPKINS C. BLESSING
vs.
STEAMBOAT NATCHEZ. } 10371.

U. S. district court for the district of La. In admiralty sitting.

Now comes into court Thomas P. Leathers, who, being duly sworn, deposes and says that Anthony Panley and deponent are sole and only owners of said steamboat, and no one else owns any interest in said steamboat. That this deponent is the master of said steamboat, and desires to obtain possession thereof by reason of the annexed
17 agreement, made a part of this claim, and upon the conditions therein contained.

(Signed) T. P. LEATHERS.

Sworn to & subscribed before me, March 14, '74.

(Signed) J. A. CHARBONNET,
D'y Clerk.

Exception to jurisdiction.—Filed March 16, 1874.

KOPKINS C. BLESSING
vs.
STEAMBOAT NATCHEZ.

U. S. dist. court for the dist. of La. In admiralty sitting.

To the honorable E. H. Durell, judge of the district court of the United States for the district of Louisiana, in admiralty sitting:

Now comes into court Thomas P. Leathers and Anthony Panly, the

deponents in said suit, for the sole and only purpose of excepting, and without confessing or denying any of the allegations contained in the libel, and also specially reserving the right to answer to the merits, should this their exception be overruled.

18 1st. The matters complained of and alleged in the libel do not constitute an action maintainable in admiralty, and this court sitting in admiralty has no jurisdiction of the same, because it appears from the allegations of the libel that at the time the alleged injury and damage occurred the steamboat was moored at the wharf in the city of New Orleans, State of Louisiana, and securely fastened to the wharf, and was discharging her cargo, and the libellant was not employed on said steamboat in any capacity whatever, and had no connection or relation with said steamboat, the owners thereof or either of them, or any officer or employee of said steamboat in any manner whatever; and the libellant was in no manner connected with the navigation or employment of said steamboat Natchez or otherwise.

2d. That it appears from the allegations of the libel that the libellant had no business touching the cargo of said steamboat or otherwise that required his presence on board of said steamboat;

19 that if any portion of the cargo of said boat was consigned to him, those in charge of said steamboat were bound by the laws prescribed for the government of common carriers to notify the libellant thereof, and also to deliver the same to him on the wharf in the same order and condition it was when the same was received on board, unless prevented by some one or more of the perils excepted in the bill of lading given for said portion of cargo.

3d. That if libellant was injured through the carelessness of any of the employees on said steamboat, as alleged in the libel, he thereby acquired only a right of personal action against the party or parties thus offending, for the damage alleged by the libellant to have been received or suffered by him. The injury sustained by the libellant, under the circumstances alleged, gave him no lien on said steamboat or right to proceed against the same by an action in rem, or against the owners of said steamboat in a court of admiralty.

20 4th. That if libellant has any right of action for the alleged injury, his remedy is at the common law or in the courts of ordinary common-law jurisdiction, and this honorable court sitting in admiralty is wholly without jurisdiction in the premises, and these defendants are not bound further to answer the said libel, and hence they pray that the said libel be dismissed at libellant's costs.

(Signed) RANDOLPH, SINGLETON & BROWNE,
Proctors for Claimants.

Order: Seizure released & leave to amend.—Extract from the minutes of March 20, 1874.

H. C. BLESSING
vs.
ST'R NATCHEZ. } No. 10371.

The exception in this cause was called up—Randolph, Singleton & Browne for claimant; B. Egan, for libellant—when, after hear-

21 ing the pleadings and argument, it is ordered by the court that the seizure of the steamer Natchez, under the admiralty warrant issued, be set aside, as no libel in rem lies in this case, and that the libellant have leave to amend and proceed in personam.

Supplemental and amended libel.—Filed April 25, 1874.

HOPKINS CARPENTER BLESSING
vs.
STEAMER NATCHEZ.

To the Hon. E. H. Durell, judge of the United States district court:

The supplemental & amended libel of Hopkins Carpenter Blessing, libellant in the above cause, against Thomas P. Leathers and Mary W. Meeha, wife of Anthony Panly, owners of the steamboat Natchez, alleges as follows:

I. That libellant is desirous, in compliance with the ruling of this court on the trial of the exception filed by the claimants in the above-entitled cause, of changing this libel from one in rem to a libel in personam
22 against the said Thomas P. Leathers & Mary W. Meeha, wife of Anthony Panly, owners of the said steamboat Natchez.

II. That libellant adopts and reiterates all the allegations contained in his original libel herein filed, except in so much as they may be changed by this supplemental and amended libel from an action in rem to one in personam against the said owners of said steamboat Natchez.

Wherefore libellant prays that this supplemental and amended libel be filed; that the said Thomas P. Leathers and Mary W. Meeha, wife of Anthony Panly, and her said husband be cited to appear and answer the original libel herein filed, and this supplemental and amended libel, and after due proceedings had, that they be condemned in solido to pay libellant the sum of $26,950.50 as claimed in the original libel herein filed, with 5 per cent. interest from judicial demand and all costs of suit, & libellant prays for general relief.

(Signed) COTTON & LEVY & BENTINCK EGAN,
Proctors.

23 Let this amended libel be filed. April 25th, '74.
(Signed) E. H. DURELL, *Judge.*

Citation to Thomas P. Leathers.—Issued April 25, 1877.

The President of the United States of America to the marshal of the district of Louisiana, greeting:

You are hereby commanded to summon Thomas P. Leathers, part owner of the st'b't Natchez, to comply with the demand of Hopkins Carpenter Blessing contained in the original & supp'l & amended libels of which a copy accompanies this citation, or to deliver his answer to the same in the office of the clerk of the district court of the United States of America for the district of Louisiana, holding session in the city of New Orleans, in ten days after the service hereof, or judgment will be rendered against him by default, which delay is increased one day for every ten miles the defendant's residence is distant from
24 New Orleans, the place where the court is held.

And that you make due return hereof on the 3d Monday of May, 1874.

Witness the honorable Edward H. Durell, judge of the said court, at the city of New Orleans, this 25th day of April, A. D. one thousand eight hundred & seventy-four.

(Signed) J. A. CHARBONNET,
D'y Clerk.

Marshal's return.

Received April 29th, 1874, and on 30th, 1874, served copies of the within citation, plaintiff's petition, and documents annexed on the within-named Thos. P. Leathers in the manner following, to wit, by handing the same to him in person in this city.

New Orleans, April 30th, 1874.

(Signed) S. W. REED,
D'y U. S. Marshal.

Citation to Mary W. Meeha, wife of Anthony Panly, & her husband.—Issued April 25th, 1874.

25 The President of the United States of America to the marshal of the district of Louisiana, greeting:

You are hereby commanded to summon Mary W. Meeha, wife of Anthony Panly, and her said husband, to comply with the demand of Hopkins Carpenter Blessing, contained in the original & supp'l & amended libels, of which a copy accompanies this citation, or to deliver their answer to the same in the office of the clerk of the district court of the United States of America for the district of Louisiana, holding session in the city of New Orleans, in ten days after the service hereof, or judgment will be rendered against them by default, which delay is increased one day for every ten miles the defendant's residence is distant from New Orleans, the place where the court is held; and that you make due return hereof on the 3d Monday of May, 1874.

Witness the honorable Edward H. Durell, judge of the said
26 court, at the city of New Orleans, this 25th day of April, A. D. one thousand eight hundred & seventy-four.

(Signed) J. A. CHARBONNET,
D'y Clerk.

Marshal's return.

Received April 29th, 1874, by the U. S. marshal, and on the 4th day of May, 1874, served copies of the within citation, and original and amended libels, and plaintiff's petition and documents annexed on the within-named Mary W. Meeha, wife of Anthony Panly, in the manner following, to wit, by handing them to her in person in the presence of her husband, Anthony Panly, at their common domicile in this city.

(Signed) C. R. STEELE,
D'y U. S. Marshal.

MAY 4, '74.

Answer.—Filed May 22d, 1874.

U. S. dist. court for the dist. of La. In admiralty sitting.

H. C. BLESSING
vs.
THOMAS P. LEATHERS & MARY W. MEEHA, wife of Anthony Panley. } No. 10371.

27 The answer of the above-named defendants to the libel and complaint of the libellant filed in said suit.

Answer to the 1st article of the libel: That the matters and things contained in this article are true and correct.

Answer to the 2d article of the libel: The matters and things contained in this article are substantially true and correct.

Answer to the 3d article of the libel: It is not true as alleged in this article that libellant had any business on the steamboat Natchez. The libellant was not employed on said steamboat in any capacity whatever; he had not been a passenger on said steamboat on her voyage which had just ended, and he had no connection with or relation to said steamboat, the owners, or either of them, or any officer or employee thereof, in any manner whatsoever, & libellant was in no manner connected with the navigation or employment of said steamboat,
28 and really had no business or right to be on said steamboat at the time he received the injury complained of. And the libellant had no business touching the cargo of said steamboat which required his presence on board of her, and if there had been any portion of the cargo consigned to him (which was *was* not the fact) those in charge of said steamboat were bound by the laws and usages governing common carriers to notify the libell*al*ant thereof, and also to deliver the same to him (or his assigns) on the wharf in the same good order and condition it was when received on board said steamboat.

That libellant could have easily learned at the well and generally known office of the agent of said steamboat, at No. 117 Gravier street, in this city, whether any portion of the cargo was consigned to him by an inspection of the manifest of said steamboat, always open to inspection in said office for the benefit and convenience of the public generally.

29 It is not true that libellant was injured by a bale of cotton falling from the top of the cotton on the bridging over the gangway leading along the main deck to the foot of the stairs, as described in the libel; that a bale of cotton could not have fallen from the top of the tiers of cotton placed on the bridge over the gangway in the manner described in the libel.

Your respondent Thos. P. Leathers was standing at the head of the stairs referred to in the libel, and saw a bale of cotton standing on end at the place referred to in the libel, and while looking at said bale of cotton, it either fell or was pushed or thrown upon its side, and in falling it struck the leg, foot, or ankle of some person standing or passing near the bale of cotton, and respondent aforesaid fearing that the person thus struck by the bale of cotton might be injured, immediately ordered an employee of the boat to proceed instantly to his assistance, which order was promptly obeyed, and in a few minutes the em-
30 ployee returned and reported that the person injured had been taken off the boat and placed in a carriage and taken out into the city. Your respondent aforesaid would have gone to the assistance of the person who was struck by the bale of cotton, as aforesaid, had not the weak and feeble condition of his body prevented him from so doing.

Respondents are not advised by what means or by whom said bale of cotton was thrown down upon its side, as aforesaid, whereby said person was injured; that this occurred while there was a great crowd of common laborers rushing on said steamboat, to seek employment in unloading said steamboat, then safely and securely moored to the wharf in order to discharge her cargo, brought to this port on her voyage just then ended and completed.

That the crowds of persons thus seeking employment on steamboats landing in this city act more like mobs than anything else, while
31 thus excited in search of employment; cannot be controlled either

by the officers of boats or the police force, neither can they be induced or forced to go on steamboats on such occasions in a quiet and orderly manner; and these respondents believe, and so charge and allege, that some of these persons rushed against the said standing bale of cotton and caused it to fall down upon its side on the person referred to, as above stated; and these respondents believe, and so allege, that the person struck by said falling bale was the libellant.

That it was very imprudent for libellant or any one else (except in the discharge of urgent and pressing duty) to attempt to board the said steamboat Natchez at the time the libellant went on board of her.

That a short time after the laborers begin to board steamers under the circumstances aforesaid a sufficient number is employed by the proper officer of the boats, and not employed soon retire quietly and in good order and leave the boats.

That at the time libellant alleges he was injured said steam-
32 boat Natchez was not on a voyage, but was safely and securely moored to the wharf in the city of New Orleans, preparing to discharge her cargo. Her voyage had ended at the time libellant avers he was injured, and the cause of action for the injury complained of is not an admiralty cause, and this honorable court has no jurisdiction thereof; that libellant has only an action in the ordinary courts of common-law jurisdiction.

That if libellant was injured by any of the employees of said steamboat as alleged, which is denied, he has no cause of action for the same against these respondents, since these respondents are not liable therefor in any manner, and the libellant has only a personal action at common law in the courts of ordinary jurisdiction against the party offending, and this honorable court has no jurisdiction of the cause whatever.

These respondents have no personal knowledge of the other mat-
ters and things contained in said article, and hence they neither
33 confess or deny the same, but require strict and legal proof thereof on the trial of this cause.

Answer to the 4th article of the libel: That the matters and things stated in this article are falsely and incorrectly stated. That the libellant acted imprudently in going on said boat as stated by him, and at the moment of time selected by him, especially when he had not any business on board said steamboat, he being in no manner connected with said steamboat, officer, or employee thereof, or the owners of said boat or either, and he was in no manner connected with the business or navigation of said steamboat on land or by water, and the information he alleges he wished to obtain by going on said boat could have been obtained more easily and more convenient to him on land than on board said vessel, and hence it was imprudent for the libellant to go on board of said boat. That said bale of cotton did not
34 come nigh falling upon his head and could not have done so unless the libellant had been prostrate or stooping.

Answer to the 5th article of the libel: It is not true that the cotton was piled up on the bridging over the gangway in a negligent, unskillful, and improper manner, but on the contrary was well and properly stowed, and in the usual and customary manner.

And the remaining matters and things contained in this article are falsely and untruly stated, and the truth and facts are as hereinabove set forth and pleaded.

Answer to the 6th article of the libel: It is not true as alleged that the master and officers of the steamboat Natchez were to blame for the

injury complained of. That if libellant was injured as alleged by him (which is not admitted), he alone is to blame for the same, as hereinabove fully set forth in detail.

35 Answer to the 7th article of the libel: These respondents have no knowledge of the libellant's age or the nature and character and extent of his business, and hence they neither admit or deny, but will require strict and legal proof on the trial of this cause.

These respondents have no personal knowledge of the remaining matters alleged and propounded in this article, and hence they neither confess or deny, but will require strict and legal proof on the trial of this cause.

Answer to the 8th article of the libel: These respondents deny that the plaintiff is unable to pursue his alleged business by reason of the injury complained of.

That the business referred to can be carried on by the various modes of traveling common at this day, viz, by carriage, rail, horseback, or by water, and there is nothing to prevent the plaintiff adopting and pursuing any or all of said modes of traveling, and hence his in-

36 jury in this respect is indeed of small moment, and the claim of twenty-five thousand dollars is extortionate and oppressive.

These respondents have no personal knowledge of the other matters and things contained in this article, and hence they neither confess or deny the same, but will require strict and legal proof thereof on the trial of this cause.

Answer to the 9th article of the libel: It is not true that all the matters and things contained in the libel are true and correct, neither is it true that the cause of action sued on is within the admiralty jurisdiction of this honorable court but, on the contrary, this court is wholly without jurisdiction in the premises.

Wherefore, respondent prays that the libel be dismissed at the cost of libellant and for general relief.

(Signed) T. P. LEATHERS.

Sworn to and subscribed before me this 22 May, 1874.

(Signed) K. LOEW, *U. S. C.*

37 RANDOLPH, SINGLETON & BOND,
Proctors for Respondent.

Testimony for libellant.—Filed November 24, 1874.

H. C. BLESSING
vs.
ST'R NATCHEZ. } No. 10371. U. S. dist. court.

Testimony in the clerk's office of the U. S. dist. court Friday, Oct. 2, 1874.

Mr. H. MARX, being duly sworn, deposes & says:

Direct examination:

Q. Where do you live?
A. In New Orleans.
Q. What is your business?
A. I am book-keeper for the Union Oil Company.
Q. Are you acquainted with Mr. Blessing?
A. Yes, sir.

Q. How long have you known him?

A. I have known him about two years.

38 Q. What does Blessing do during the time you have known him?

A. He has a plantation at Baton Rouge.

Q. State what you know in reference to this case brought by Mr. H. C. Blessing against the St'r Natchez.

A. I met Mr. Blessing on the levee when the Natchez arrived, then fifteen minutes afterwards we walked on board; just as we got on the gangway near the staircase a bale of cotton fell down between the railing and the cotton piled up and struck Mr. Blessing on the leg.

Q. Which leg?

A. I think it was the right leg.

Q. Well, what was the effect of it?

A. It broke his leg, and his foot was afterwards cut off.

Q. Whereabouts on his leg was it cut off?

A. I think they took it off close to the ankle.

Q. What day was this?

A. I think it was on a Friday. I don't know the date.

Q. About how long ago?

A. I think it was after New Year's. I kept no memorandum.

39 Q. January last?

A. I think it was. I could not swear.

Q. Where was the Natchez landing?

A. At the foot of Canal street.

Q. Were her stages out?

A. Yes, sir; she had one stage out.

Q. Where did this bale of cotton fall from?

A. It fell from about (they were throwing the cotton down)——

Q. From the top tier?

A. Yes, sir.

Q. How did it fall?

A. It fell through between the railing of the boat and the cotton; right at the forward part of the boat.

Q. What railing do you mean?

A. The railing of the boiler-deck.

Q. Where was Blessing when he was struck by the bale?

A. He was right on the planks in front of the staircase; he was right under the archway near the stairs.

Q. Was he on the stairs?

A. No, sir.

40 Q. How high did the bale fall from?

A. It fell from the top of the cotton as it was piled. I don't know how high; the cotton was piled nearly as high as the hurricane-deck.

Q. Was there a passage underneath this cotton piled in front?

A. Yes, sir; a passage leading to the staircase.

Q. Where does this staircase lead to?

A. To the boiler-deck.

Q. This led from the gangway to the boiler-deck?

A. Yes, sir.

Q. Is this the only passage by which you could have gone to the boiler-deck?

Q. Is this the only passage by which you could have gone to the boiler-deck?

A. *Yes, sir.*
Q. How near were you at the time this bale struck Blessing?
A. Right behind him.
Q. How far behind him?
A. Three or four feet.
Q. Could Blessing by any means have avoided the bale?
41 A. No, sir; the bale fell too quick and struck him before he had time to see it.
Q. What was about the weight of the cotton bale?
A. I don't know the exact weight. I suppose about 450 pounds; cotton bales average about that.
Q. Was there no way by which Blessing could have avoided this accident?
A. Mr. Blessing couldn't possibly have avoided it, it came so quick.
Q. Do you know whether the bale was pushed from its place, or being negligently piled, it fell?
A. I think it fell, but could not swear.
Q. What time did it occur?
A. About afternoon.
Q. About one o'clock?
A. Yes, sir. I don't recollect the exact hour.
Q. How long was Blessing sick after the accident?
A. I have not seen him since the accident, since his foot was cut off; he went to Baton Rouge about three weeks after.
Q. Was his leg taken off before he went away?
42 A. Yes, sir.
Q. Do you know what physicians attended him?
A. I think it was Dr. Chopin and Shupert.
Q. Could the persons above who were throwing this cotton down see those below?
A. No, sir.
Q. How were they throwing this cotton?
A. From above down on the staging.
Q. Were they throwing it from the upper tier on the wharf?
A. No, sir.
Q. This bale that fell on Blessing was one from the upper tier?
A. Yes, sir.
Q. You said Mr. Blessing was standing on the gangway near the stairs at the time; how far was he from the stairs?
A. Four or five feet.
Q. Describe how this gangway is constructed.
A. It is a narrow way, left generally between the cotton, about eight feet high; over the top planks are laid on the cotton, directly
43 across it, and several tiers of cotton piled above this.
Q. This is in the forward part of the boat?
A. Yes, sir; directly in front.
Q. And the cotton is piled up high on either side of the steps, clear out in front of the boat?
A. Yes, sir.
Q. How many tiers was there of cotton on top of the bridge?
A. I suppose there was about four tiers.
Q. How many tiers had they taken off?
A. They commenced taking the cotton off a few minutes after the Natches came in; I don't know how many they had taken off.
Q. Did the cotton on this bridge extend out or did it come over the steps?

A. It came near the steps.
Q. How is that?
A. The cotton on the bridge extends out from the foot of the stairs about two or three feet.
Q. How wide are these steps?
A. I suppose they are about twelve feet wide.
44 Q. Did the cotton extend up against the railing?
A. Yes, sir.
Q. Did this cotton extend up against the railing of the boiler-deck?
A. Yes, sir.
Q. Now, had this cotton been carefully piled could it have fallen down?
A. No, sir.
Q. Do you know whether it was well piled or not?
A. No, sir; from where I was, I could not see.
Q. Can you state positively that this particular bale fell from above to the place Mr. Blessing was standing?
A. They were throwing cotton from above, but the bale that struck Mr. Blessing was the only one that fell near the place where he was.
Q. When this bale struck Blessing, what did you do?
A. I had Blessing taken back.
Q. Where did you then go?
A. I went up stairs; I did not go up right away. I was on the wharf a minute or two with Blessing.
45 Q. You said this gangway was about eight feet high; was it on a level with the boiler-deck?
A. It was a little below.
Q. How far below the boiler-deck?
A. About two or three feet.

Redirect examination:

Q. Did that bridge extend over in front of the steps?
A. No, sir.
Q. How much did it lack?
A. It lacked about four feet.
Q. Did this bale in falling strike in front of the steps?
A. Yes, sir.
Q. Did you see anybody at the time this bale fell on the gangway?
A. There were several persons coming down the steps at the time.
Q. Did you know any of them?
A. No, sir.
Q. Did any one give you warning before this bale fell?
A. Some persons above called to those below, but the warning came too late for Blessing to escape the bale.
Q. Did he stop?
A. He was walking; he couldn't have heard the warning be-
46 fore the bale struck him.
Q. Do you know who it was that gave this warning?
A. No, sir; it was given by some persons above.
Q. Did you see anything of Capt. Leathers at the time?
A. No, sir.
Q. Did you go up stairs right off, or did you go on shore?
A. I went on shore.
Q. How long were you on shore?
A. About four or five minutes.

Q. Did you hear any caution given about this bale of cotton from any one else except as you have stated?

A. No, sir.

Q. Did the cotton strike the steps?

A. No, sir; it rolled towards the steps after it struck.

Q. Where did you see Blessing at this time?

A. He was under the gangway; I saw him as he went through the cotton.

Q. Do you know positively whether this bale was shoved or fell down?

A. It could not have been shoved down from there, I don't think. It must have fallen down.

47 Q. Could it not have been thrown down?

A. No, sir. It came down between the railing of the boiler-deck and the first tier of the bridge.

Q. How did it come down?

A. It came down endways.

Q. It came down away from the steps in front of them?

A. Yes, sir.

Redirect examination:

Q. How long have you known Mr. Blessing?

A. About a year before the accident.

Q. What business was he then engaged in?

A. He was then buying cotton-seed for the oil company.

Q. What oil company do you mean?

A. The Louisiana Oil Company.

Q. Was Mr. Blessing, at the time of the accident, in the employ of the Natchez in any way that you know of?

A. No, sir; he was not in her employ.

Q. Is it usual and customary for persons to go on board of these
48 boats when they have just landed?

A. Yes, sir. All those who have business wait on the levee for the boat to arrive, and then go on.

Q. You said in your cross-examination that Blessing could not see the bale as well as you could; will you explain why?

A. Well, he was walking ahead of me a few feet, and going towards the steps, and right under the cotton piled up; he could not see from where he was the point which the cotton fell.

Q. What warning had he?

A. The only warning he had was that from the persons above; he could not see up to take any warning that might have been given.

Q. What warning had you?

A. The warning of those above; I stept back in time to escape injury.

Q. Did you call to Blessing when you saw the bale coming?

A. Yes, sir; but when I called it was too late for him to escape; he was right under it.

Recross-examination:

49 Q. Is it not a fact that persons very often rush on board of these boats rapidly, and incautiously and dangerously expose themselves?

A. They sometimes do.

Q. Did you and Blessing use ordinary caution in going aboard?

A. Yes, sir. We did not go aboard until the passengers were about coming down the steps.

Q. Was there anybody in the gangway at the time this accident occurred?

A. No, sir.
Q. Was there any one on the stairs?
A. There were some persons on the stairs. I don't know who they were.

(Signed) H. MARX.

Testimony for libellant.—Filed Nov. 24, 1874.

H. C. BLESSING *vs.* STEAMBOAT NATCHEZ. } No. 10371.

Testimony taken in behalf of libellant before K. Loew, United States commissioner, November 6th, 1874.

50 Present, L. L. Levy & B. Eagan, libellant; Randolph, Singleton & Browne, libellee.

Examination by Mr. EAGAN:

Q. Are you the libellant in this case?
A. Yes, sir.
Q. Will you give the facts of this case, as near as you can recollect them, in your own language?
A. Yes, sir. On the 26th of December, the next morning after Christmas, I went down to the levee to see if the Natchez was in.
Q. Whereabouts on the levee?
A. At the foot of Canal street.
Q. What year was that.
A. 1873.
Q. Well, go on.
A. I was standing there on the levee, at the foot of Canal street, talking with some gentlemen; while there the Natchez landed. About fifteen or twenty minutes after she had landed we walked aboard of her. When I was going through this place fixed in the cotton to go to the steps I was struck by a bale of cotton. It knocked me down and broke my leg. It first struck me on the head and mashed the rim
51 of my hat, and then on my hip and fell on my foot and broke it. The bale then rolled over towards the steps. After that my foot began to hurt me so that I got dizzy. I was lying down on my left side.
Q. Where was the bale that struck?
A. It bounced over towards the steps after it struck me, and stopped near the foot of the steps.
Q. Go on with your statement.
A. I was lying there unable to move. I tried to get up on my right hand, but couldn't do it. I called to a friend to help me, and Mr. Marx came to me. Then a yellow boy took me up and carried me off the boat. I couldn't stand on my foot.
Q. Where did the yellow boy carry you to?
A. He took me off on the levee, and put me in a hack that was standing there. After I got in the hack a number of persons wanted to see my foot, if I was badly hurt. I pulled off my boot and turned my sock down, and my foot was mashed all to pieces. It was ruined. I saw my foot couldn't be saved. I then was driven by the hack driver to

the Waverly Hotel, and I sent for Dr. Choppin. He attended on me from then until I left there.

Q. When was your foot amputated?

A. On the second of January, 1874. He wanted to take it off the day after it was hurt, but I wouldn't let him. I wanted to save my foot if I could, but he said he couldn't save it, and called in Dr. Shupert, Slanter & Beard, and they cut my foot off.

Q. What day was your foot amputated?

A. On the 2d of January, 1874.

Q. How long after it was taken off were you confined to your bed?

A. I lay there until the 2d of February.

Q. That was the first day you were out?

A. Yes, sir. They sent for me, and told me they thought they could let me go. I then went up home, and have been there ever since.

Q. You were obliged to walk on crutches?

A. Yes, sir; on two crutches.

Q. You could not get along without two crutches, you couldn't use a cork leg?

A. No, sir.

Q. Whereabouts was your leg taken off?

A. I think it was about two inches above the ankle.

Q. Above the ankle-joint?

A. Yes, sir.

Q. Did your leg give you any pain after you left?

A. Yes, sir; it hurt me very often; it is very tender now and hurts at times yet, particularly in bad weather.

Q. Have you been able to do any work since?

A. Nothing at all.

Q. What was your occupation previous to this accident?

A. I was buying cotton-seed. I was agent for the Louisiana Oil Company.

Q. How long had you been agent for this company?

A. I had been with them for two seasons. The season before that I had been shipping on steamboats.

Q. What were you earning a month?

A. About two hundred dollars.

Q. What family have you?

A. Only man and wife.

Q. How old are you?

A. Thirty-eight last May.

Q. Previous to this accident, you say you were getting about $200.00 for your labors; what are you making now?

A. I am making nothing.

Q. Have you tried to do anything?

A. I have tried but have made nothing.

Q. Previous to the accident where were you living?

A. In Baton Rouge.

Q. Is your family there?

A. Yes, sir.

Q. You were then only temporarily in the city?

A. Yes, sir. I came down with my flatboat intending to go back on the Natchez; my partner was going to take the flatboat back.

Q. You intended going back on the Natchez on her next trip?

A. Yes, sir.

Q. When was she to have left?

A. I think she was to have left on Thursday evening; no, sir, it was Saturday evening she was to have left.

Q. Then she would have left the next evening?

A. Yes, sir.

Q. What time of day was it that you went on board of the Natchez?

A. It must have been near eleven.

Q. How long had she been at the landing when you went on board?

A. About ten or twenty minutes.

Q. How did you get on to the Natchez?

A. I waited on shore until I thought the passengers were all off, and then went around on the gang-plank (the passengers came off on it) in the bow of the boat.

Q. Where did this gang-way lead to?

A. To the stairs.

Q. To the boiler-deck?

56 A. Yes, sir; to the stairs that led to the boiler-deck.

Q. Was there any other communication to the boiler-deck?

A. No, sir; except by climbing up the side of the cotton.

Q. Who were the gentlemen that went on board with you?

A. Mr. Marx walked on board with me.

Q. Is he the only one?

A. Mr. Hinkle was right behind me; and Captain Evans came on board at the same time. I don't know how close he was to me.

Q. Did you make any remark to the other gentlemen with you to take care in going aboard?

A. Yes, sir.

Q. Where did you go after you got on the gangway?

A. We walked around in front of the boat; they were throwing cotton down.

Q. Did you hear any warning cry from those above or elsewhere before this bale struck you?

A. No, sir.

Q. Do you know whether there was any warning given?

A. No, sir.

57 Q. Was it possible for you to have seen that bale?

A. No, sir.

Q. Describe what prevented you from seeing that bale of cotton.

A. I was under this gangway that has cotton piled above, and just as I came from under it the bale fell. I could not see from where I was.

Q. What was your position when you were struck?

A. I was just towards the stairs, standing straight up.

Q. Do you know if there was any persons on the stairs?

A. I don't know, sir; two or three came down the stairs after I was struck.

Q. Did these stairs go up straight at first, then turn and divide?

A. Yes, sir.

Q. Do you know where this cotton fell from?

A. I don't know, sir.

Q. From above?

A. I could not say from where it fell; it came from above.

Q. Did you see this bale previous to its falling?

58 A. No, sir. I never saw it until after it struck me. When the yellow fellow picked me up I saw it lying at the foot of the steps.

Q. Do you know of any caution or care that you could have exercised to prevent this accident?

A. No, sir; I was always very careful; I was careful never to go under the staging or on the staging when the boat was landed, running, nor any other way. I was always very careful.

Q. Were you exercising extraordinary caution at the time of this accident?

A. Yes, sir.

Q. Will you describe the care or caution you exercised?

A. Well, sir, when the boat first landed we stood on the levee talking, Mr. Marx, Mr. Hinkle, Captain Evans, and I, and waited until the passengers were off before we went on. Just directly after she landed there they commenced throwing cotton down on the levee, and I thought it was very dangerous to go on near the staging. We walked
59 down the slant of the levee on to a plank in the bow of the boat, and then around the cotton. We could not see them throwing the cotton on the levee then in that place. After I walked under that place I could not see any one, and didn't know anything that was done until I came out from under this place and was struck by the bale.

Q. Were you looking up to see whether there was any danger from above?

A. I did look up until I got under this place, and I couldn't see them. I did not look up again until after I was struck by the bale.

Q. How high was this place you were under?

A. I suppose about eighty feet. It was not very much above that.

Q. Is this the passage by which the passengers come off of the boat?

A. Yes, sir.

Q. Did the passengers come down this way when they came off?

A. Yes, sir; they came down before we went aboard; previous to that I was waiting on the levee.

60 Q. You speak of the levee, do you mean the wharf?

A. Yes, sir.

Q. What do you mean by the slant of the wharf?

A. The slant from where the stages rest down to the boat.

Q. You went down on this slant?

A. Yes, sir.

Q. What was the load of the Natchez on that trip?

A. I declare I don't remember, but I think it was about 4,000 bales.

Q. How much on the inside?

A. I don't know, sir.

Q. How high was this cotton piled?

A It was piled up around the boiler-deck, around the railing, as near as I can recollect.

Q. How high was that up; from the main deck to the top of the boiler deck?

A. It must be twenty-odd feet up from the main-deck to the top of the railing, or bannisters, or whatever you call it, of the boiler-deck.

Q. Did you have any business on board of the boat?

61 A. Yes, sir.

Q. What business had you?

A. I was going on to see if there was any seed on board in my sacks. I was expecting some.

Q. How many sacks did you expect?

A. I had about 20,000 sacks out along the river and was receiving some almost by every boat; the Natchez had brought me some down before. I was there to get them if any came down.

Q. Is it usual for the boats to carry sacks up to the planters along the coast who fill them with seed and ship them back to you?

A. Yes, sir.

Q. You say that you expect seed by almost every boat?

A. Yes, sir.

Q. What business had Mr. Marx on board of this boat?

A. He went on board to look after some cotton-seed.

Q. He is then engaged in the same business?

A. Yes, sir; he is book-keeper for the Union Oil Company.

62 Q. Is it usual and customary to board these boats at the port of New Orleans?

A. Yes, sir.

Q. Do you know whether it is so?

A. Yes, sir; by most everybody I know.

Q. That is, it is customary for those who have business?

A. Yes, sir.

Q. How many persons do you suppose were aboard on that occasion?

A. I declare I could not tell.

Q. About how many?

A. There on business, do you mean?

Yes, sir.

A. Well, sir, I suppose there was about a hundred; there generally is on every boat that I have ever came down on.

Q. It is then customary *then* to go on all boats when they land?

A. Yes, sir.

Q. What were the expenses that you incurred for doctors' bills in consequence of this injury—doctors' bills, board, and everything?

A. I think it was about nineteen hundred dollars ($1,900.00).

63 Q. Say what the doctors' bills alone?

A. The doctor's bill was twelve hundred dollars ($1,200.00).

Q. That includes the physicians' bills, Dr. Choppin and the rest, for performing the amputation?

A. Yes, sir.

Q. How much for drugs?

A. About $23.00. No, sir; it was about $30.00 altogether.

Q. What were your board bills?

A. I think $400.00; between three and four hundred dollars, perhaps more. I don't remember.

Q. Will you ever be able to prosecute your previous business?

A. I think not, sir.

Q. Will you explain why you will not be able to attend to your former business any more?

A. I will not be able to go on board any more as I used to be, and can't run around as I could once.

Q. Did you suffer very much with your leg?

A. Yes, sir; in bad weather I did. I had several bad spells at home; it would pain me very bad when I walked, and swelled up some-

64 times like a gathering and break and run.

Q. Do you live in the city of Baton Rouge?

A. About four miles back.

Q. Have you any other occupation by which you can make enough to live?

A. Nothing that I can do with my leg.

Q. What do you estimate the damages at that you have sustained in consequence of this injury?

A. Well, I couldn't estimate it exactly. I don't know what it may be worth.

Q. Well, you have claimed $25,000.00 for it; is that very small?

A. Yes, sir; I think it is.

Q. How long have you been engaged in business, Mr. Blessing?

A. I left home when I was 14 years of age, and have worked for myself ever since.

Q. What has been your principal occupation?

A. I have worked on farms in Ohio, been at carpentering a little, kept livery, planted some, and a little horse-trading.

65 Q. Have you ever been in the employ of any one else?

A. I was agent for the Louisiana Oil Company.

Q. Were you getting a regular salary?

A. No, sir; I was getting a commission.

Q. How much did this commission pay you?

A. About $200.00 a month, on an average.

Q. Were you in the habit of saving money?

A. Yes, sir.

Q. Save very much?

A. Not very much; I couldn't. I was under expense of supporting my family.

Cross-examination by Mr. SINGLETON:

Q. What means have you, Mr. Blessing?

A. I have none, sir.

Q. What means did you have at the time you met with this accident?

A. I had a little money.

Q. How much money did you have?

66 A. Well, sir, about $200.00 altogether.

Q. Have you been always a steady man?

A. Yes, sir; all my life.

Q. You say you have worked at farming; was it ever a regular business with you?

A. Yes, sir.

Q. Have you ever worked as a hand on farms in the southern country?

A. Yes, sir.

Q. How long have you been married?

A. Eight years.

Q. Do you recollect what become of this yellow man who carried you ashore?

A. I do not, sir.

Q. Did he have the cab you were carried to?

A. No, sir; he did not.

Q. What day was it that you left the Waverly House?

A. I think it was about the 10th or 12th of February.

Q. You went there on the 26th of December and left there on the 10th or 12th of February, 1874?

67 A. Yes, sir, about that; it was a few days before Mardi-Gras when I left.

Q. What direction did this gangway extend that you were walking under?

A. At right angles from the steps to the jack-staff; it run from the steps to the jack-staff.

Q. Was there any gangway running the other way in a cross position?

A. No, sir; there was not.
Q. How near was that cotton piled on either side of the gangway to the steps?
A. I could not exactly tell; it must have been four or five feet.
Q. Did you notice how the cotton was piled on top over the gangway?
A. No, sir.
Q. Was it perpendicularly piled or in a slanting line?
A. I don't know; I could not see; & the bale struck me as soon as I came from under the gangway.
Q. Are you certain that the bale came from above?
A. Yes, sir.
Q. How did this bale strike you?
68 A. It first struck me on the side of the head, next on the hip, and then on the foot.
Q. Did it bruise your head?
A. No, sir; it grazed my shoulder a little; it bruised my hip a little, too.
Q. How were you standing when the bale struck you?
A. Straight up.
Q. Do you know whether this bale was pushed down or fell?
A. No, sir; I could not see.
Q. You think it fell?
A. I don't know sir; it may have been pushed; I could not see it.
Q. How many tiers were piled above, on top of this gangway?
A. Well, I suppose there must have been three or four; I don't recollect exactly.
Q. Do you know whether it extended up to the boiler-deck?
A. Yes, sir; it went up to the boiler-deck.
Q. Which way did it stand out from the boiler-deck?
A. Right out in front.
Q. On either side?
A. I don't know about that; I couldn't see; I don't recollect.
69 Q. Were you looking up to see if there was any danger from above?
A. Yes, sir; when I went under this place I couldn't see any danger.
Q. You were struck as you came out of this gangway?
A. Yes, sir.
Q. Did you approach the gangway by the entrance that leads towards the steps?
A. Yes, sir; this gangway leads to the steps.
Q. And as you came out of it this cotton fell on you?
A. Yes, sir.
Q. Do you think this bale fell from its place?
A. I don't know how it could have fallen from where it did; it could not have fallen, I don't think.
Q. How far were you out from under the gangway when the bale struck you?
A. I don't think I was very far, a foot or two feet; somewhere about that.
Q. How many feet was it to the top of the cotton, as it was piled above you?
A. From the main deck to the top tier it must have been twenty
70 feet. as near as I recollect.
Q. Twenty feet from the lower deck to the top of the cotton?

A. Yes, sir.

Q. What portion of the year were you engaged in the cotton-seed business; many months?

A. Well, sir; I started at in August, started engaging cotton-seed. I had been running the year before on the river, looking after seed. About last August I engaged sacks for the seed I wanted.

Q. How many tons of cotton-seed did you have sent in these sacks the first year?

A. Near 1,500 tons.

Q. How many tons was there that you got commission on?

A. About 1,500.

Q. What did it cost a ton?

A. The prices were different.

Q. What did you get as commission on each ton?

A. The prices varied very much; sometimes the cotton-seed was worth from six to seven up to eleven dollars a ton. The first year I started it was worth at first on the landing thirteen dollars, and
71 then got down to twelve.

Q. What was your average commission?

A. About three or four dollars a ton.

Q. In the year you met with the injury, how many sacks did you send up for seed?

A. I don't remember exactly; I suppose though about 25,000, no more than that; I could not say.

Q. How many sacks does it take to make a ton?

A. There are twenty sacks to the ton. We have paid as high as two dollars a sack.

Q. How were these sacks of cotton-seed sent?

A. They were shipped by boat to the city.

Q. To whom?

A. To the Louisiana Oil Company. I received them as agent.

Redirect examination:

Q. Have you paid the doctors' bills?

A. Not all of them.

Q. How much have you paid?

A. I don't know exactly.

72 Q. How much have you receipts for?

A. I don't remember; I left them here.

Q. What is your monthly expenditures to live, since you have been married?

A. I could not tell; sometimes I live on very little, and sometimes I have a large family about me to provide for; but I can live, I think, generally on about one hundred and fifty dollars a month.

Q. Do you try to live cheap, and save money?

A. Yes, sir; but I have never been able to save much money, and I am very saving.

Q. You say your expenses are about $150.00 a month; that includes your expenses for cultivating and everything else?

A. No, sir; for the support of my family.

Q. You could not save much money then?

A. No, sir; and I tried to save.

Recross-examination:

Describe particularly how this bale struck you.

73 A. It first struck me on the side of the head, and mashed my hat; it grazed my shoulder, then struck my hip and bruised it; then hit my foot and mashed it.

Q. In what position did this bale fall? How did it come down, endways or sideways?

A. It was coming down endways when it struck me; it came down endways.

(Physicians' and other bills referred to by counsel, Mr. SINGLETON.)

Q. These are the bills you have incurred in consequence of the accident?

A. Yes, sir.

Q. Now describe them?

A. The first one is Dr. Choppin's bill for medical attendance; it is for $1,200.00 (looks at it); it is correct. The next bill is for some lint and stuff for my leg, $2.75; it is correct. I have paid that.

Q. Have you paid the Waverly Hotel?

A. Yes, sir.

Q. How much?

A. $505.00.

74 Q. You paid it in cash?

A. Yes, sir.

Q. Well, what is the next one?

A. The next one is De Bevinelle's bill, the druggist, corner of Camp & Poydras; it was for the drugs I got when I was sick at Waverly Hotel with my leg; it is for $249.75.

Q. That is the total, including your claim for damages?

A. Twenty-six thousand nine hundred and fifty-seven dollars and fifty cents ($26,957.50).

Q. This sum includes everything?

A. Yes, sir.

Q. Could any of these expenses have been dispensed with?

A. No, sir. I left the hotel as soon as I was able. I couldn't have gone away sooner, for I needed nursing and medical attendance.

Q. I would ask you whether this bale that fell on you fell on the inside of this place?

A. Yes, sir.

Q. Is it usual for a bale to fall that way?

A. No, sir; I never knew of a bale to fall in that direction.

75 Q. The bale that struck you then fell on the inside?

A. Yes, sir.

Q. By the steps?

A. Yes, sir; in front of the staircase.

Q. Will you describe what you mean by the inside?

A. The place in the cotton that is piled around the guards, between the guards and the cotton.

Q. They were throwing the cotton down on the bow of the boat and this bale fell on the inside?

A. Yes, sir.

Q. Will you describe particularly the business that you had on this boat?

A. I went on to see if there was any cotton-seed on the boat.

Q. Could you not have found out without going on board?

A. No, sir. I could not find out until I saw the manifest on board.

Q. Did you expect any seed by this trip?

A. Yes, sir.

Q. Had you received any seed by the boat before?

A. Yes, sir.

76 Q. You had no other business on the boat except your cotton-seed business?

A. I went on to see about the seed and about the same sacks that belonged to the company that I was expecting.

Q. Seed sent you from the country to the city by the planters?

A. Yes, sir.

Q. You had no other business on the boat, then, except as you have stated?

A. No, sir.

Q. Well, Mr. Blessing, while you were confined to your room at the hotel how often did Dr. Choppin visit you?

A. Sometimes three times a day.

Q. For how many days?

A. For about two or three weeks.

Q. How often did Dr. Burnes come to see you?

A. Two or three times.

Q. How often did Dr. Beard?

A. About the same number of times.

Q. Dr. Slaughter how often?

77 A. He was there with Dr. Shupert the morning my foot was amputated. Dr. Shupert was there five or six times before it was amputated.

Q. You have not paid Dr. Choppin's bill?

A. No, sir.

Q. Do you not think it an outrageous bill?

A. I don't know what such things are worth.

Q. Do you intend to pay it?

A. I would pay it if I had the money. The physicians told me it was a very bad case, and I know I suffered very much.

Testimony for libellant.—Filed November 24, 1874.

United States district court, district of Louisiana. In admiralty.

H. C. BLESSING *vs.* STEAMBOAT NATCHEZ. } No. 10371.

Testimony taken on behalf of libellant, before K. Loew, United States commissioner, this 21st day of October, 1874.

78 Present, J. B. Cotton & B. Egan, esq., for libellant; Randolph, Singleton & Browne, for claimants.

FRANK MORAN, sworn and examined for libellant, says:

My occupation is that of hack-driver. I have been engaged in that business for 25 or 30 years—since 1849. I am not acquainted with the libellant, Blessing in the case, but I know Captain Leathers when I see him. I have spoken to him once or twice. I drove his family once or twice. I was present at the steamer Natchez when this man was hurt by a bale of cotton falling on him. I don't know the month. I never paid any attention to it. I think it was about a year ago, but I could not say the month. The boat was lying at the foot of Canal street, to the best of my recollection. They were discharging her cargo. I was standing on the steps coming up to the platform. There it opened into two stairs. These steps led to the boiler-deck. I was standing on the stairs running to the right-hand side, near the

79 top. The boat had been in. I think they were discharging her

cargo. My business there was to look after passengers, to send them home or wherever they wanted to go. The cotton was being rolled off by the laborers, I presume, because the hands of a boat do not discharge her. There was cotton standing up about the railing. I did not pay any attentions to the men going up and coming down stairs. It was crowded, but I heard a man halloo "look out below," and at the time of the "look out" the bale of cotton had fallen down, or was shoved down, I cannot say which, and I saw the man lying there. I did not think he was hurt, and I went on and attended to my business. I saw a negro taking the man up. I did not know whether he was taking him away in my hack or not until afterwards. The negro I refer to drove for me. I don't know where he is now. I don't know his name; only Eddy. He was driving an express-wagon for me at the time.

80 The warning cry of "look out" came from above. I should think it was given before the bale fell. I cannot say whether there was time to get out of the way or not. The boat had been lying at the wharf that time about an hour. She had time enough to have her stages out. A great many people were coming and going on board, two, three, and four; drivers coming in and out, colored people, passengers from the boat, and clerks and draymen going back and forward to take manifests. It is usual for the public to go on board when a boat is landing or when she is landed. I have got on board steamboats on the river myself, but my business called me there; but some go on board when they have no business. I did not see where the bale struck this man. The bale fell from over the gangway. This gangway was a place to let the people in and out, and to & fro. There was no other way of getting on the boiler-deck besides this gang-

81 way, except going on the plank-deck. I don't know the rules and regulations of a steamer in going aboard. When I go I take my chance; but people generally go on the stages and gangways. The gangway where it leads to the steps is the usual way to go up stairs. There are other ways to go on board. There are stages put out from the cotton, and if they feel disposed to go that way they can. They are calculated for that. That way would be the most difficult. It would interfere with the discharging of the cotton on the main deck, and a person runs a risk of getting hurt, because they don't care whether you get out of the way or not. The proper way to go on board is through this gangway. The gangway is left open for the purpose of approach to the steps. I noticed that this cotton was piled over this gangway as it is on all steamboats. They have so many planks under the cotton, and so many tier high. That is the way I have seen it on all boats. I cannot swear that the bale of cotton

82 struck the man. I don't know the weight of a bale of cotton. I never saw one weighed, but it is about four or five hundred pounds. I did not notice how high the cotton was piled on that boat. It might have been because the boat was in for some time. They had rolled two or three tier off the boat. It might have been over the boiler-deck, but they were just getting down to these steps as they were getting the cotton down. I could not say that there was any cotton at the steps, but there must have been, because they had been rolling it down for some time. If they were doing that this bale of cotton must have been there. They were rolling the tiers off. I am sure that this bale was there, though I did not see it. They were rolling the cotton sidewise. They never roll a bale of cotton endwise, and if they do they generally cut (throw round the end forward) it.

This bale fell about the height of ten feet—I should think about that.
To the best of my recollection at the time I saw Mr. Blessing he
83 was next to the bale of cotton. The bale of cotton was lying alongside of him. I did not pay much attention to it. I did not observe that Mr. Blessing's foot was under the bale, nor noticed anything until they said his leg was hurt. I did not notice how many persons took him off. He was taken from the deck and put on shore. I was then told that he was taken in a carriage to the hotel. My boy told me. I don't know that his leg was broken until after the boy came back. I did not see any one with him at the time, because I did not pay attention to him. I don't recollect seeing Capt. Leathers on deck at the time. I don't know who had charge of the hands on the boat. Steamboats generally employ contractors to discharge them. I don't know the contractor they had—probably they must have men who know how to do it. I don't know who was discharging her last year. I don't know how many stage-planks they had out. There might have been two. I did not go on board by any stage-plank.
84 I climbed on board by the cotton. When she strikes the wharf I do not wait for the stage-planks to be put out, but climb on board. I believe Blessing was carried forward to the shore about the cotton. I believe there was a stage-plank there. I have not seen Blessing since that time. I don't know him, nor would not know him if he came in here now. I had no idea of being a witness in this case at all. There were plenty of men there besides myself. I don't know what has become of the boy that drove for me for nearly a year. He has been knocking around the levee all the time, sometimes one place and sometimes another. I don't know who he is working for now. The last time I saw him he seemed to be sick. I enquired what was the matter with , and learned that he had been in the hospital. I might have see the mate of the boat when I went on board, but I did not pay any attention to him.

Cross-examined by Mr. BROWNE:

85 I am not in the habit of going on steamboats, unless I have business there to get passengers. I sometimes go on board steamboats when I have no business, perhaps to get a drink of water or to see a friend. I have been on the steamboat landing twenty-five years. My business calls me there. It is there I get my living. I should think that when this accident happened they had been discharging the boat for half an hour or an hour. I should think it was then between eleven and twelve o'clock in the day. I am not positive. I did not pay aay attention to it. I thought so little about it until I got this notice (summons) and a notice from Mr. Cotton a few days ago. I don't know Mr. Blessing if I was to see him now. I should think they were discharging the boat before this accident happened. I know they were discharging the boat; they were rolling the cotton off. I don't know that the cotton on the Natchez was piled up any higher on that trip than usual. Sometimes they had less and sometimes more. It is usual for boats to have their cotton piled up as the Natchez had on their
86 lower deck. All boats do the same. It is usual and customary for these boats to be discharged by contractors. I have always seen them have contractors to discharge them. I did not notice anything in the cotton lying improperly. I took the chances of going on board there myself; of course there was no danger. I saw nothing improper in the condition of the cotton at all.

To Mr. EGAN:

I saw well enough there was not any danger whatever about the cotton, because I was not so far from where the accident happened as that door. I was speaking to parties going up and down at the time, and before this accident happened I sent one party off the boat with ladies previous to that in the very same place.

Q. If you say the cotton was in the usual way of storage and was rolled off properly, how do you account for the bale falling?

87 A. I cannot say except it might have been done accidentally by the laborers rolling it off. It could be done accidentally the same as any other way from my ideas of it. May be they rolled it over two feet from where the opening was. It might have been carelessly rolled off, but I don't know what object any man could have in rolling it off. It might of course be done through neglect or carelessness just as a man may drive a horse through the streets carelessly and not mean it. The space or size of the hole through which this bale of cotton fell was I suppose about eight or ten feet. It was not a square space, it was endwise. It might have been the width of that table (4 feet) and eight feet long. It could not go out through the boiler-deck. It may have went down over the boiler-deck through the railings. It did not fall through the opening outside of the boiler-deck altogether. They were stripping the cotton off all around the boat from the engine-room. They started and rolled off all the way round. That is the way I always saw steamboats unloaded. This cotton was piled over

88 the gangway and some over the boiler-deck railing, perhaps a foot or so, and when they took the cotton off I suppose this cotton fell through. I have seen cotton down there where this bale fell, but I don't know whether it fell down there or not. I did not see the cotton falling through the opening between the boiler-deck and the outside tier. I never was long enough on a steamboat to see that. I never paid any attention to see whether it fell there or not.

To Mr. BROWNE:

I don't know who gave this warning cry except a black man, because there was nobody there but black laborers that I could see. I don't know who gave the cry.

To Mr. COTTON:

I heard nobody from the shore saying "look out, that bale is going to fall," because they could not see the bale from the shore. They could not see it through the cotton.

89 Adjourned to Saturday, Oct. 24th, at 11 a. m.

OCTOBER 24, 1874.

H. C. BLESSING *vs.* ST'R NATCHEZ. } No. 10371.

Testimony on behalf of libellant resumed before K. Loew, United States States commissioner, this 24 Oct., '74.

Present, J. B. Cotton & B. Egan, esq'rs, for libellant; Randolph, Singleton & Browne for claimant.

GEORGE O. BEATTIE, sworn and examined for libellant, says:

My occupation is that of cotton-weigher. I pursue that business in New Orleans. I have been engaged in that business three or four

years. 'I was not present at the time of the accident in December last that happened to the libellant in this case, Mr. Blessing, who was injured by a bale of cotton falling on him on the steamboat Natchez.
90 I suppose I was a half an hour or twenty minutes on the Natchez before Mr. Blessing went on board, and I noticed a bale of cotton that every time they would roll a bale over it would move, so I got out of the way and told others to get out of the way. I went on board of the boat and stayed there ten or fifteen minutes attending to my own business, and then came off again and commenced weighing cotton-seed, and a friend of mine, Mr. Marks, told me of the position of the bale of cotton, and I told him that I had remarked it. The cotton was piled high up on the guards of the boat, and this bale was between one of the staunch'ons and the cotton on the guards. There was nothing to hold it on either side and it was standing endwise. I don't know anything further than that. With regard to the position of the bale of cotton this cotton was right on the side going upstairs. There are two large stauncheons supporting the deck two or three feet from the stairway, and
91 this bale was standing endwise between one of the stauncheons and the other cotton. There was nothing to prevent it from falling. There was a bale of cotton underneath, and this bale was endwise resting on it, between it and the stauncheon. I thought it was in a very dangerous position, and I had to run out to get out of the way. I thought it would fall every minute. In passing I saw it sliding, and I notified the people behind me going on board. I said, "Look out, that bale is going to fall," and I pointed to it. I went on the boat by passing down the stage on the main gangway to the stairway; this gangway was the only way that could communicate with the stairs; and from the staircase I went to the boiler-deck. If this bale of cotton had fallen, it could not fall any other way than down in front of the stairs. The cotton projects up about twenty feet of the bow in front of the staircase, leaving an opening from the foot of the stairs. It was piled on the guards that way in front of the bow. Then there
92 was an entrance. There were cross-pieces laid high enough for a man to pass under and the cotton piled on them up to the hurricane-roof. It was all around the guards on the right-hand side going on board the boat; the larboard side, five or six feet from the lower deck. I saw that there was a bale of cotton projecting against the stauncheon. It was lying on the flat, and I saw one standing endwise on that, resting against the stauncheon, with nothing to protect it on either side. I noticed that every time they were rolling the cotton on the guard—rolling it on the flat—that this bale would slide a little, a few inches. That is all I know about it. This sliding of the bale was caused by the jar of their rolling cotton on the guards. I don't know whether this cotton was properly or improperly piled, but, as far as I know, I think it was improperly stowed; that is, this bale. That was the only bale I considered to be in a dangerous position. When I saw it, I ran by it as quick as I could and told some gentlemen behind
93 me to look out. I don't know who they were, but I told them to look out. This bale was not over the gangway. It was near the gangway, but could not fall any other place but downward. It was five or six feet high, but I am not positive. The cotton was piled on the guards as high as the hurricane-roof above it, perhaps fifteen or twenty feet above it. There was no cotton on top of this bale. There was no bale resting in a similar manner with this one on any part of the boat that I noticed. I have seen bales stowed that way, but I never have seen any piled that way without having something to hold it.

There was always something put down about them to keep them tight. I did not see anything to prevent this bale from falling. As I passed by I saw it slide every time they turned a bale. On coming down stairs I saw it was sliding, and ran out to get out of the way. There was no way communicating with the boiler-deck other than this passage that I knew of—no regular way.

It is customary when a boat comes into this port like the
94 Natchez for the public to go on board of her. A great many go on board. I went on board to see what cotton-seed she had, and other persons went to see whether they had any cotton for them or not. There are crowds of people that go to see a boat like the Natchez come into port, to see the manifest and such. It is customary for the public to go on board, but I could not tell you how many go. I suppose a hundred went on board of the Natchez the day I was there; that is, while I was on board; but I don't know how many went on after I left. I don't know that the officers of the boat knew of the condition of this bale of cotton. I did not see any of the officers about the boat at that time; they were upstairs in the office. I don't think the Natchez was more than ten minutes at the landing before I went on board. When she came in I went on board to get the bills of lading and manifest. I don't think the boat could be more than half an hour at the
95 landing, at the outside, before Mr. Blessing went on board. In warning the public to look out for that bale of cotton I spoke in a loud tone of voice, and a gentleman that I spoke to ran by it; I was then standing up on the stairs on the first landing, where it divides each way. When I gave this alarm I did not see any of the officers of the boat around. I don't think I saw Captain Leathers on board. When I first went on board they were out in front of the cotton, where it was piled in front of the stage-plank. I don't recollect who was engaged in discharging the cotton. I don't know who was rolling the cotton off, but they were rolling it from the guards. While I was on board they were taking off a few bales, perhaps four or five, just to put out the stages as she had just landed. The bale of cotton that I saw leaning against the stauncheon had a support on the side next to the stairs. It was resting against the stauncheon and another bale was standing endwise on it. There was nothing on one side to pro-
96 tect it, and every time they would move a bale of cotton it would roll toward the staircase, so that in falling it must fall that way. The reason my attention was attracted towards this bale was because whenever I go on board a boat I always look out, and I happened to notice this bale. When it slid a little I thought it would fall down, so I got out of the way. I don't know that I spoke in such a tone as that the employees of the boat could hear me, there is so much noise. I don't know that I could be heard by a person ten or fifteen feet from me.

I am not personally acquainted with Mr. Blessing. I know him by sight, but I don't know much about him. I did not see him that morning before I left.

Cross-examined. To Mr. BROWNE:

I am a native of New Orleans. I have been engaged in the cotton-seed business three years. I was employed by the Union Oil
97 Company. The cotton on the Natchez was piled crosswise all around the guards. It was piled up very near to the hurricane-roof. I noticed that it was pretty high. I suppose that height would be about twelve or thirteen tiers of cotton. I am not positive, but it

came up pretty close to the hurricane-roof. The cotton was piled up on the guards, bale upon bale. Then there was left a passage underneath with sticks across, and bales piled up over them. The bales of cotton on each side of the gangway were piled up about two or three feet from the stairway; I am not particular, but I noticed it was pretty close to it.

Q. How far did this bale of cotton, that you speak of as extending out on the flat, extend from the ends of the other bales of cotton that were piled round on the top of the rest?

A. Very nearly the half length of a bale; this other cotton resting underneath—about half the length of a bale. There were other
98 bales that extended out as far as this one, but they were further back in front; but I don't know that there was any of them underneath.

Q. You say that this single bale of cotton was standing there on the one that was on the flat, alone?

A. I did not notice whether there were any other bales there like that, but I only noticed this one in particular. They were rolling the cotton from the top of the guards to the front. They had about eight or ten bales that was pretty near the hurricane-roof.

Q. Were they rolling the cotton from the topmost tier on the guards, or were they rolling it from near the hurricane-roof?

A. I could not say that. When they unload a boat they generally take tier by tier.

Q. You state that the bale that was rolled on the top made the other that was on its end slide a few inches?

A. Yes, sir, every time.

Q. And you say it was in great danger?

A. I considered it so.

99 Q. You say that there was a gentleman there named Marks; what was his other name?

A. Henry Marks.

Q. You also say that this bale of cotton was bound to fall in a short time?

A. I supposed so from the way it slipped a few inches every time they would move a bale and when I looked again after going down stairs, it slipped again. I was about fifteen minutes on board getting the manifests and bills of lading, and then came off. I did not mention to any officer on the boat the dangerous position of this bale of cotton. I only remarked about it on board of the boat. I saw no officer about, at the time I made that remark. It was when I was going on board of the boat that I made this remark to others about the dangerous position of this bale. The boat was not being rapidly unloaded at the time. They could not unload it rapidly because they were getting out the stages. When I noticed the first time I saw that
100 a few bales projected higher than the rest, and they were rolling the cotton on these bales. They rolled off a few to get the stages out, then they were rolling on them. I noticed that as I was coming off the boat, but not as I was going on.

Q. How far from the foot of the stairs is the foot of that stauncheon?

A. As I stated before, I think about two or three feet.

Q. Is it a stauncheon that reaches down in a line right at the foot of the stairway, or is it one that goes back as it runs up?

A. I think it was right on a line with the stairway.

Q. It was in such a dangerous position that any person would notice it?

A. I suppose he would. I noticed it immediately before I went on the stairs. I ran right by it.

Q. Where were you when you first heard of the accident?

A. I was out on the levee weighing cotton-seed, I suppose
101 about opposite the wheel-house of the Natchez. I did not see the wounded man brought to the shore.

Q. You do not know of your own knowledge how long after you saw this bale in this position that it fell?

A. I only know from Mr. Marks. After I told him he went on board, and when he came back he said that this bale of cotton had fallen on this man. It may have been fifteen or twenty minutes after.

To Mr. COTTON:

Nobody went on board with me that I know of. There were a great many people there, but I did not know them. I don't know whether any person besides myself noticed the bale, except this gentleman I spoke of. I called his attention to it and he ran by. I don't know that he had seen it before. I called his attention to it. I could see this bale of cotton easier going up than coming down. I am very prudent when going on boats and look around to see if there is any danger. That is my usual habit, to look out if there is any danger. I
102 could not say whether all other parties passing under saw that bale. I just turned round and told them as I passed by. I did not notice it going up, but in coming down, and there was a stream of persons coming in.

Q. You did not hear any one hallooe from the landing or from the wharf to the men above that the bale of cotton was about to slip?

A. No, sir, I was inside when I saw it myself. It could not be seen from the wharf. They would have to be at the foot of the staircase to see it.

Q. How many feet above did you say that bale of cotton was resting from the lower deck?

A. About my own height, five or six feet. I could not see that bale of cotton from the boiler-deck standing above.

Q. You could only see it from the foot of the stairs, or as you ascended it?

A. You could see it at the foot of the stairs going up, and at the curve you could see it coming down. I don't think you could see
103 it from any other part of the boat, as to its dangerous position.

Q. To a party going on board could you designate the point where he could first see the bale; in other words, how far from the flight of stairs would be to see the condition of this bale of cotton?

A. Not more than four or five feet, because the cotton is so piled up that you cannot see the staircase. In going on the boat & ascending the stairs, you could see it when four or five feet from the stairs.

By Mr. EGAN:

Q. If I understand you right, you could see it from the foot of the stairs?

A. A few feet from it.

Q. If this bale of cotton fell, would it fall where a man could first see it?

A. It would fall very close to it; falling that way, it would be pretty sure to fall on the end and go the whole gangway.

Q. When a man came first in view of it, would he be in such a position that it would strike him if it fell?

A. That is a chance; a bale of cotton rebounds when it falls.

104 Q. But if it did fall when he first came in view of it, would it fall in such a way as to strike him?

A. Well, it could have fallen either way; it might have fallen backwards. Then there would be no danger; but in case it fell to the front, it would be apt to hurt a person.

Q. What was it that first attracted your attention to this bale?

A. When I go on board of a boat I always look round to see about it, and I noticed this bale in that way. The reason I noticed it was because I saw it move.

Q. If you were going on this boat, and did see it moved by the jar given to it from the rolling of the bale above, your attention would not have been attracted?

A. I would have hurried by through common caution. The way it was stowed, I noticed that it was dangerous, but it attracted my attention more by seeing it move. On that trip the Natchez had in the neighborhood of 4,200 or 4,300 bales of cotton, more or less, but I don't recollect how much cotton-seed. I don't think she had much,

105 but about 2,000 sacks; she was considered a fair trip; she could have unloaded from, say, early morning up to about three o'clock.

Dr. C. BEARD, sworn on behalf of libellant, says:

In December last I attended upon the libellant, Mr. Blessing. I was asked by Dr. Choppin to go and assist him to amputate a leg in a house on the corner of Poydras and Camp streets. When I went there I assisted in amputating the leg, and went home, never hearing anything of the matter afterwards. It was necessary to amputate the leg. The leg was amputated at about what is technically called the lower third. My services in assisting ought to be worth at least fifty dollars.

Dr. CHOPPIN, sworn for the libellant, says:

I attended on this gentleman, Mr. Blessing. I was called upon to see him in a house at the corner of Camp and Poydras streets, as

106 having received an injury by the falling of a heavy object, crushing and mangling his left foot some time in December last. This injury to the foot consisted in the complete dislocation of it—of the bone—and a fracture of the lower end of the tibia. I placed him under the influence of chloroform, and reduced the dislocation; but the wound not doing as well as it should, I was compelled on the 2d of January to amputate the limb. I had previous to that called in Dr. Burns on the dislocation. Then, on the 2d January, with the assistance of Dr. Schuppert, Dr. Beard, and Dr. Schlater, I amputated the leg. I amputated the leg in its lower third, and I continued attending on him until he was discharged cured, minus a foot, in February, when I sent in my bill for $1,200. I think that is a reasonable charge.

Cross-examined. To Mr. BROWNE:

I think it was the left foot that was amputated. I think it was

107 now from his position in the bed. It was a dislocation. As always occurs in such cases, the bone was sticking out on the outside and the fracture of the tibia; the astragal was twisted off and projecting from the integuments; in other words, the bones from the break were protruding from the outer side of the leg. I have not seen Mr. Blessing since last March or April.

The bill of D. Burns is included in the bill which I have presented for $1,200.

Dr. SCHUPPERT, sworn for the libellant, says:

I aided Dr. Choppin in amputating this man's leg, and I corroborate the statements made by Dr. Choppin. I attended a few times; I was there on the day before the amputation, and assisted at the amputation; I saw him but twice or three times afterwards. In my opinion it was not possible to save the leg without amputation; it was a compound fracture, a case which it is always difficult to save. The
108 value of my services is included in the bill of $1,200 presented by Dr. Choppin.

Cross-examined by Mr. BROWNE:

Q. Dr. Choppin stated that the fractured bones were out on the outer side of the leg.

A. That statement has reference to the time when he saw it first. I only saw it after the dislocation was reduced.

I certify that the above 53 pages of testimony was taken down phonographically by me, and correctly rendered and transcribed.

(Signed) H. LANGFORD.

Sworn to and subscribed before me this 24th day of November, 1874.

K. LOEW, *U. S. C.*

Testimony for libellant.—Filed April 24th, 1874.

H. C. BLESSING
vs. } 10371
ST'B'T. NATCHEZ & OWNERS.

109 *Apppearances.*

Cotton & Levy & B. Egan, att'y for libellant.
Singleton & Brownes, " " claimant.

Testimony of Stephen Pierce, taken before John Devonshire, esq., U. S. commissioner, April 18th, 1876, at 7 p. m., for lib'l't.

STEPHEN PIERCE, sworn for libellant and examined by Mr. EGAN, says:

Q. Where do you reside?

A. 320 Terpsichore street.

Q. What is your business?

A. Porter for A. S. Barnes & Co., dealers in national school-books.

Q. Is that a commercial house in the city?

A. Yes, sir.

Q. Were you present when Mr. Blessing was injured on the steamer Natchez by a bale of cotton?

A. I was.

Q. Where were you?

A. Sitting forward on the bitts of the boat.

Q. Looking which way?

A. Right towards the aisle that was formed by the cotton there.

Q. State what you saw.

110 A. I saw the bale when it struck him, sir.

Q. Had he his foot on the steps?

A. No, sir.

Q. What was the effect of the blow?

A. It struck him on the right side and continued on down as far as his ankle—bent his foot completely over. The corner of the bale struck him.

Q. Where did it first strike him?

A. It struck him somewhere about the shoulder.

Q. Did you see it?

A. Yes, sir.

Q. Where did the bale fall from?

A. I can't tell you, sir, where it fell from; it came from up above; but whereabouts I can't tell you; I did not see where the bale started from.

Q. Who went to his assistance after he was knocked down?

A. I did.

Q. Were you the first man?

A. One of the first.

Q. What did you do?

A. I took him on shore in my arms.

111 Q. After you had rolled the bale off of him?

A. No, sir; the bale bounced off of him.

Q. What did you do after you carried him ashore?

A. I got a colored man to help me take him up to a cab. I sent for a cab.

Q. Was there anybody assisting you taking him ashore?

A. No, sir; I took him ashore off the boat on to the levee.

Q. Did anybody come to his assistance besides yourself after he was knocked down?

A. Three others.

Q. Who were they?

A. I can't tell you who they were.

Q. What did you observe in regard to the injury; what did the injury seem to be?

A. His foot was completely turned over.

Q. Could he walk?

A. No, sir.

Q. Which way was it turned over; back or forward?

A. Side-way.

112 Q. What point; above the ankle or below the ankle?

A. From the ankle.

Q. Did he appear to be in great pain?

A. In right smart pain.

Q. How long was the boat landed before the accident occurred?

A. That I can't say.

Q. About how long?

A. I can't say.

Q. How long were you there before?

A. About fifteen or twenty minutes before it occurred.

Q. Where were you all that time?

A. Sitting on the bitts forward.

Q. Are you certain it was fifteen or twenty?

A. Certain; fifteen or twenty minutes.

Q. Do you know whether the stage-planks were out?

A. A small gangway-plank was; that I went aboard on.

Q. Where did that reach from?

A. From the forward part of the cotton.

Q. To where?

A. To the wharf.
Q. To the lower part of the wharf or the upper part of the wharf?
113 A. It was only a small plank.
Q. Then the plank did not rest on the cotton?
A. No, sir; on the rail.
Q. On her noosing?
A. Gunwale.
Q. Do you know whether there was any staging out from the cotton?
A. I can't say, sir.
Q. Do you know whether they were rolling cotton on the boat at the time, or starting to roll the cotton on shore?
A. I can't say, sir.
Q. Did you see any crowd on board of the boat?
A. There were men on top of the cotton.
Q. What were they doing?
A. They seemed to be in a motion.
Q. What sort of a motion; motion at work or pushing each other?
A. No, sir; motion of work.
Q. Could you have seen whether they were rolling cotton or not from your position?
A. No, sir; not from where I was sitting. These men I spoke
114 of seeing was what I saw when I went aboard.
Q. That was fifteen or twenty minutes before?
A. Yes, sir.
Q. When you first went on board of the boat, how long was it she had landed?
A. Fifteen or twenty minutes to my knowing, sir; I don't know what time she was there before.
Q. What were you doing there?
A. With the intention after things got quiet to ask the chief steward for a job of work, as the place where I was working at I did not get what I thought I was worth. I was at work at R. J. Harp at that time.
Q. When you were waiting to see the chief steward?
A. Yes, sir.
Q. Were the passengers before Blessing was injured?
A. That I could not say. I did not see such a great crowd of passengers or cabs when I was taking the man out. We had to send for a cab.
115 Q. There were no cabs at the wharf?
A. I don't remember seeing any.
Q. Did you look around for one?
A. I did.
Q. Where did you send for one?
A. I don't know where the man got it from.
Q. Who did you send to get the cab?
A. A friend of his; I don't know the gentleman's name. He sent and got the cab.
Q. If the boat has been just landed would there not have been cabs about there?
A. I think so. Generally they are about boats when they just come.
Q. Was there any great crowd rushing on the boat?
A. I did not see any great crowd rushing aboard.
Q. Did you see anybody climbing up on the cotton?

A. I did.

Q. Could anybody climb up on the cotton?

116 A. Yes, sir; from the outside. When the boat gets close enough to the wharf to get up on the cotton they get up on the cotton.

Q. But after the boat is moored they don't get up on the cotton?

A. No, sir. I never saw anything of that kind.

Q. Was there any difficulty in getting up stairs?

A. No, sir.

Q. Was there a policeman there?

A. I did not see any.

Q. Did you ever see a policeman prevent people from going up stairs?

A. I never have.

Q. Had you ever been on the Natchez before?

A. No, sir.

Q. This was the first occasion?

A. That was the first time I ever was aboard of her, I believe.

Q. Did you ever go on board of her since?

A. Yes, sir; I have been aboard of her since.

Q. When she was landed?

A. Yes, sir; but discharged.

Q. Are you in the habit of being on the levee much?

117 A. Well, yes. My business calls me down there pretty often.

Q. Have you ever seen boats come in?

A. Yes, sir.

Q. Did you ever see policemen stationed at the steps to prevent people coming up stairs?

A. No, sir; I never—to *to* prevent people going up or down.

Q. During the time you were sitting on the bitts did you see them put out any additional stage-plank?

A. No, sir.

Q. Did the noosing of the boat touch the wharf; the outside guards, did they touch the wharf?

A. I can't say, to be certain, sir.

Q. You say you went on board a plank—only one plank—a single plank?

A. A single plank.

Q. Did they put out any more planks afterwards?

A. Not to my knowledge, sir.

Q. After you put Mr. Blessing in a cab did you go back to the boat?

118 A. No, sir.

Q. Where did you go?

A. I took him to the Waverly House. I went up with him in the cab to the Waverly House.

Q. Where was that?

A. Camp and Poydras street.

Q. You did not go back to the boat any more that day?

A. No, sir.

Q. Did Mr. Blessing fall when the cotton first struck him on the shoulder, or did he fall over when it struck him by the ankle?

A. The cotton seemed to have mashed him right flat to the deck.

Q. You are certain it came from above?

A. Yes, sir; I am certain it came from above, but where it first started from I can't say.

Q. Do you know whether it came from the inside of the pile or outside?

A. I don't think it came from the outside.

Q. It came from the inside?

Q. It must have come from that way.

119 Q. Do you know which side Mr. Blessing was going up—the right or left hand side?

A. He was to his right—going towards the steps when the bale fell on him.

Q. How high was the cotton piled?

A. Well, it looked to me to be about nine or ten bales high; that is, from the main-deck.

Affidavit & order to sue in forma pauperis—Filed April 26, 1876.

HOPKINS C. BLESSING
vs.
ST'R NATCHEZ.

U. S. district court.

Hopkins C. Blessing, being duly sworn, says, that he is the libellant in the above cause; that he resides in the parish of East Baton Rouge, State of Louisiana; that he has no property real or personal, except wearing apparel which is exempt from seizure by the laws of the
120 State of Louisiana and is now in use; that he has no property covered or concealed or in any way disposed of for his future use or benefit; that he is a cripple, having lost his right foot by injury for which this suit is brought; that the suit is a just , and affiant will not be able to prosecute it unless he be permitted to proceed in forma pauperis.

(Signed) H. C. BLESSING.

Sworn to and subscribed before me this 26th day of April, 1876.

(Signed) I. A. CHARBONNET,
Dy. Clk.

Order.

Let the petitioner be authorized to sue in forma pauperis.
April 26, 1876.

(Signed) EDWARD C. BILLINGS, *Judge.*

Testimony for libellant—Filed August 15th, 1876.

United States district court, district of Louisiana.

121 H. C. BLESSING
vs.
ST'R NATCHEZ.
In admiralty, No.

Testimony taken on behalf of libellant before John Devenshire, United States commissioner, this 24th day of April, 1876.

Present, B. Egan, esq., for libellant; C. B. Singleton, esq., for claimant.

W. D. WIGNER, sworn and examined for libellant, says:

My business is that of pilot. I have been seventeen years engaged

in the various trades between New Orleans, Shreveport, the coast trade and Bayou Lafouche. I was not present when Blessing was injured. I did not see him injured, but I was talking to him a few minutes before he started on board on the levee. I was about thirty or forty feet from her. The boat had just been landing when I left. I left him standing on the wharf. She was sometime making her landing and I had to leave to attend to my own business and went away before
122 she had got entirely landed. She had touched the wharf but was not what we call landed. When I went away I could not swear whether anybody was with Blessing. There was a young man named Bigley standing with us, but I don't know that he was there after I left. I saw Blessing after the injury. I cannot tell the exact time, but when he went home on the boat some weeks' afterwards. I did not see him the same day. I heard of it the same day, but I had to go out on a boat the same day and did not see anything.

It is customary for people to call on board the boats to get information with regard to freight. The manifest is to save the clerk the trouble of being questioned by people to see what freight there is on board the boat, so that a man can see for himself on board. The manifest is made out as the boat is coming down, and put out in the cabin in the forward hall. It contains a list of the cargo on board.

123 Cross-ex.:

There was nobody but one other person with him at the time that I positively knew about. He started to go on board as he left. He told me he was waiting for the Natchez, to go on board, and she had touched the wharf when I went away. I could not swear whether he went on board the boat or not. I did not see him go on board. This young man's name was Bigley, a pilot on the river.

EDWARD ARNOLD, sworn for libellants, says:

I am a porter at the Mobile depot. My business, when Blessing was injured, was that of a hack-driver. I was present when he was injured. I was standing on the staircase of the Natchez and saw a bale of cotton leaning up between the derricks; one end was up against the cotton, and the other up against the derrick. He was coming from under
124 the cotton on board to go up the steps, and when he stepped out from the cotton, and this bale slipped from these men rolling cotton on the boat, and every time they would roll a bale this bale would slip, and just as he was coming out I was standing there and I hollooed "look out;" it was falling, but it was too late; it hit him. A young man then came up to him and picked him up, and brought him out to the carriage I was driving and placed him in it and drove him to the Waverly House, and came back to the boat after; some man told the captain there was somebody hurt, but he never said anything about it—that is, Capt. Leathers. The boat was landed from twenty minutes to half an hour before he was injured. I was present when the boat landed and remained on her all the time. The stages were out when Blessing was injured. The men had begun to work and had rolled a tier of cotton off. There were two stages out; one was resting on the cotton where the men were working and one was down below. I
125 did not see the way the cotton was placed in this position, and I informed several parties going up the steps to look out for the bale. I said I saw the bale slipping. I had been looking at the bale for about twenty minutes. I informed nobody on the boat of the dangerous condition of the bale, no more than the people that were coming

on board. I never informed anybody on the boat. The derrick is an upright pole, and this bale was caught, the lower end between the derrick and the top by the cotton. This bale was on the pile by which they launched the stage. One end was resting against the derrick and the other end on the cotton. I cannot say there was a great crowd on the boat. I stayed a considerable time at the porter's room. I did not go upstairs into the the cabin at all; I did not see anybody climbing up on the cotton nor on the guards on the cotton. I jumped on at the bow of the boat; that was before there was a stage plank out. I never saw any policeman on board of her. When
126 I came on board of the boat when Blessing was brought ashore the policeman was on the wharf. It is usual for to keep policemen at the stairs, but they have not been doing it lately. They had been doing it at that time on every boat that came in. They did not stop there long; they would keep the crowd off the steps and then they would go away, but I don't remember seeing any one that day. I saw a policeman on the wharf when Blessing was injured. He is dead now; his name was Higgins. He died in Poydras street a little after the 16th of September, two years ago. It is usual for people to go on board the boat to get information about the cargo. I have been about boats when they landed a great many times. I had been a hackman for three months and did not do anything else but run around boats from morning until night. They never prevent gentlemen from going on board the boat, except hack-drivers and runners. I never saw them prevent any gentleman going on board yet. The cotton was piled seven
127 or eight tier high, that reached about twenty feet. That was not above the railing of the boiler-deck. It was looking a bale high from the top of the railing. I did see the bale when it first started. When I saw it it was resting in there. Every time the boat was jarred this bale would slip. I knew other people remarked it besides myself, and they told people to look out for this bale in passing by. With regard to the cotton that was piled outside this between the cotton and the derrick, Blessing could not see as he came near it, because the cotton was underneath. It was all reached out. They had planks on the top bales over it, and when he walked out from under it he could not see it. Only when you got on the steps could you see it. Before it struck Blessing it had slipped down five or ten feet. Then it fell from the heighth of ten feet down until it struck him. I cannot say how the bale struck him; I was scared myself when he got struck and I
128 could not see. It knocked him down. I saw him lying down. He had another gentleman with him when he was coming on board. I was offered $75.00. I was offered $100.00 not to say anything about this case—that was last summer—by a man by the name of Frank Moon, who I was working for at the time he got hurt. I don't know in whose behalf he made the offer. He was very friendly with all the captains on the river, and I suppose somebody told the captain that I was driving for him, and he thought he could buy me out. I told him I would not do it. I had promised Blessing I would go as a witness for him.

Cross-ex.:

I made that promise to Blessing, about three weeks after he was hurt, at the Waverly House. I was driving Frank Moon's carriage, No 98. He lived on St. Louis street, between Roman & Prieur. He is now living in Biloxi. He offered me first $75.00, and then he made another offer to me two or three days after of $100.00. That was at the Mobile

depot, when I was working for him. A young man that was
129 partner with me was present, who was working at the depot, Josh Scott. He was walking down to a barrel-house on the levee. Nobody was present when the $100.00 offer was made. The $75 offer was made about 12 o'clock in the day; the $100 the same time. I cannot say when the Natchez got in that day; I should say half past eleven, or later. I saw Blessing when he was hurt. I was standing on the platform of the steps. I had been around the levee all that morning up to eleven o'clock. I was knocking about the levee, about the lower-coast boats. I don't believe I took any load that morning. Up to 11 o'clock I did nothing but feed my horse. That was about a quarter of an hour before the boat got in; that was about eleven or half-past eleven. I fed him right in front of the Mobile depot, at the foot of Canal street. I let him stand to a pole back of a wagon to the horse's head, with the tail of the wagon down. I let him eat of a sack in the wagon. That was about the time of day
130 he fed. Sometimes, if worked all the morning, I would go home and feed him at home. The reason I was not examined before was I did not know anything about this. I promised Mr. Blessing I would be a witness three weeks after he was hurt. He found me by going to the Mobile depot and asking about me. I came round the depot and saw this gentleman (Mr. Blessing) there, and some of them said, "There is the gentleman that got hurt on the Natchez." He said something to me about it. I met him once or twice going up e river on the Robt. Lee, and I told him I was ready to testify still. I was not doing anything on the Lee then. I walked down and met him on Canal street. I went on board to see him that time. I was up at the platform steps where the porter is on the Natchez, and I had warned several gentlemen of it. I never saw Blessing before that. It did not make any difference who was coming. I did not warn him until it was too late, because I did not see him coming up. I was looking at
131 the bale of cotton, and never noticed the man coming out from under the cotton, and then it was too late. The cotton is piled up four or five feet from the staunchеon', and they run up against the boiler-deck. There was a distance of five feet all the way up through; a bale of cotton could go through easily. I cannot say where this bale of cotton came from. Somebody must have had it on the top.

Q. If it was against the rules for cabmen to go on the boat, what brought you there?

A. I was on looking for a load. I stood watching that bale twenty minutes while looking for a load. My boss was up on the boiler-deck, and I was below. Everybody is allowed as far as the steps and no further. This derrick is on the side, on the inside edge of the guard. It is twelve or fifteen feet from the foot of the steps. I don't know it is the larboard or starboard guard. I have been on board frequently, but I don't know. I was looking out at the bow of the boat. It
132 was about twelve or fifteen feet from the steps where the bale fell. That steps comes to the main-deck. There was cotton piled up where this bale came from. It was on the side entrance 12 feet from the foot of the steps towards the left-hand side of the boat. That derrick resting against the roof and the boiler-deck, and one end of it is on the deck of the boat. The derricks stand there regularly. That is the style they have out now for hoisting the stages up.

Re-examined:

Blessing was not on the steps when he was struck. He had just raised his foot to go on the steps. Under the centre were some staunch-

eons to keep the planks from breaking in. Then there was cotton piled on the top of it that divided the entrance into two parts. Blessing came through on the right-hand side going on board. These were not separate, the entrances except by the stauncheons supporting the planks coming full even with the steps. Blessing was on the
133 right side, the gentleman was on the left. Blessing had raised his foot to put it on the steps. The derrick against which the bale was resting was standing up in its place on the left-hand side going up on the boat—the right-hand side, I should say. There was one on each side of the boat for each stage.

HORACE GREELY, sworn for libellant, says:

I am a steamboatman, a roustabout. I have been that four years. I was employed on the Natchez once or twice. I was present when Blessing got injured. I was sitting on the forecastle. I just went down on board waiting for my brother, and Mr. Blessing was either coming in or going out and the bale of cotton fell from above on him, and struck him. He was coming or going through the gangway that goes upstairs. It was not divided into more than one part. There was a bridge and stauncheons holding it up. I did not see where the
134 bale came from, but it came from above. I was not employed on the Natchez that trip. My brother was on her and when she came I went on board. The boat was landed something over half an hour. They had the stage swung out over the top of the cotton lowered down on the wharf. I don't think they were rolling the cotton on the boat. I could not see them; I was sitting. I did not see anybody climbing up the sides of the cotton. I have seen the Natchez come in ten or twelve times. I never saw any one climbing up the sides of the cotton on the boat. It is not usual to climb up when you can go on board by the stage plank, except children. There was a passage-way from the wharf to the main-deck. There was a bridge-plank out. I did not see any policeman on board the boat.

Cross-ex.:

I was sitting on the bitts of the forecastle. That cotton extended out from the foot of the steps to within three feet of the capstan. I cannot say exactly which side of the stauncheon this bale fell, but
135 I saw it fall when it struck Blessing. I have known Blessing four or five years. The reason I did not testify here before was because he did not want me. I don't know the last witness that was here. Mr. Blessing brought me here. The first person I told that I knew anything about this was Mr. Blessing's brother. I came from Jamestown, South Carolina. I have been in town six or seven years off and on while I was steamboating. I came from South Carolina since the war. I cannot say which side of the steps this bale fell on, although I saw it strike Mr. Blessing and saw it fall. I don't know whether it was the shore side of the steps it fell or the river side. I don't know the time of day exactly, but it was in the morning. I don't know the time. It was winter time. It was the time when the boats were bringing in big loads of cotton. I don't know what time in the year it was nor what year it was, but it was the winter before last. I am sure of that.

136 MAY 17, 1876.

Testimony for libellant continued; proctors present.

F. C. FINBERN, sworn for libellant, says:

I reside in New Orleans; my business is that of steamboat clerk and captain; I have been engaged in business since April, 1850; I have been clerk on a good many boats, say twenty-five, that is in the capacity of clerk and captain.

Q. Do you know whether it has been customary while you were on the river for the clerk to make out a manifest of the cargo of a boat arriving in New Orleans?

A. Yes, sir; that is the general custom. It has prevailed, I think, since I was on the river. The manifest is a record of the cargo; giving a description of it, if cotton, the number of bales, marks, etc., and the names of the different consignees. The object of this manifest is for the benefit of the consignees, and for the benefit of the draymen,
137 and for the benefit of any person having an interest in it. It is usually placed in the hall or cabin of the boat or on the table or hung up in the hall of the boat.

Q. Is it usual for people desiring to examine this manifest to come on board of the boat as soon as she lands in the port of New Orleans?

A. Yes, sir; it is usual for them to come on board after the proper gangways are out for them to come upon.

Q. Is there any other place where they could obtain information as soon as they could in the hall of the boat?

A. No, sir; that is the only place that they can gain information, as far as the cargo is concerned, from the manifest.

Q. Is it customary for merchants and others having an interest in the business upon the river to go on board the different steamboats landing at the wharf and examine this manifest?

A. Yes, sir; it is proper for any person having an interest in
138 the cargo to go on board if they wish, if there are the proper gangways for them to go.

Q. Is it usual for them to go on board when they expect cargo or expect information from the manifest?

A. That is a matter of curiosity to those persons who go on board, unless they know or expect that some portion of the cargo is consigned to them.

Q. There is never any restriction put upon persons coming on board for the purpose of examining the manifest?

A. The only restriction that I know of is this: That very often there is a rush of people and often impossible to keep them off until the gangways are sufficiently secured. For them to come on board of the boat then there is danger. I have been in danger myself in trying to keep these people off from rushing in on the boat.

Q. That is the only restriction?

A. That is to prevent them from injuries or things of that kind, and to keep them away until all the proper gangways are out.

139 Cross-ex.:

Q. Is it not a fact that unruly crowds are in the habit of rushing on a boat when it is landing first in New Orleans, and no captain can prevent them?

A. Yes, sir. I have seen them crawl on the cotton ten feet high on the outside, and take all the chances of falling into the river.

Q. That is climbing up on the top and jumping down on the boiler-deck?

A. Yes, sir.

Q. Does it not occur sometimes that people are injured in that way?

A. Yes, sir. I have seen them injured very often. I have seen them injured by running on the stages before they were out, and the plank. But when the main stages are all out and secured then it is the place for them to come on the boat. I have seen them running on those planks when there was no security, and they were told there was no security. I have told them so myself.

140 Q. Have you much knowledge of the manner in which they do the cotton-seed business in New Orleans?

A. Well, cotton-seed is consigned here just the same as cotton, either to the merchant or some oil company or cotton-seed company.

Q. Is it not almost generally consigned to cotton-seed and oil companies?

A. It is of late years.

Q. Is it not almost universally consigned to cotton-seed companies of late years?

A. Well, the larger portion of it.

Q. Do not the manifests all show that the cotton-seed is consigned to oil companies; for instance, a man in the habit of doing that business, he gets control of thousands of sacks and distribute them along the river. He does that for some particular oil company, and when these sacks are filled they are consigned to that oil company which he represents?

A. Some are consigned to merchants.

141 Q. But I am speaking of those who are working for some particular oil company; are they not on the manifest consigned to that company?

A. Yes, sir; generally consigned to that oil company.

Re-examined:

Q. Does it ever happen that the cotton-seed comes down consigned to order?

A. Yes, sir; sometimes it may come to order.

Q. You have other freights that frequently come to order?

A. We have sometimes.

Q. Then they are so marked on the manifest?

A. Yes, sir; if they come to order.

Q. In that case you have no bill of lading showing to whom they are consigned?

A. In some cases we have, and sometimes we have not; in either case the parties will appear, for sometimes parties do not want their names published. I have seen cotton come that way.

142 Q. What class of persons frequently climb up cotton bales?

A. Different kind of persons—hackman, runners, even these reporters and even draymen.

Q. That only occurs when there is no other means of getting on the boat; they would not climb if there was a gangway?

A. Well, the gangway was not out perhaps, but a plank, and we warned them from coming on these things because the planks will not be secure.

Q. It is only then when they do not keep a regular gangway on the boat that they take this mode of climbing up?

A. Well, some of them rush in on these planks. The staging is very wide and the plank very narrow, and of course it is very dangerous for a rush of people.

Q. When a boat is landed at the wharf, not next another boat, and no difficulty in getting on her, have you ever seen people climing up the sides?

A. They can climb up just as well on the wharf as they can
143 alongside another boat. These small planks are not gangways, and there is always danger in them. Somebody stands there of course to keep them back, but for all that, I have seen them jump almost before the boat got into the shore at a distance endangering their lives.

MAY 31, 1876.

Testimony for libellant continued.

Captain S. AYLES, sworn for libellant, says:

I was employed on the Natchez two years ago; I was chief clerk of her; I was on her in that capacity since December 6th, 1869; I was on her in December, 1873; the custom of that boat in making out a manifest was for the benefit of the public—relating to the cargo and consignees; it is a long manuscript made out at length; sometimes I have known to be at least from six to eight feet long; it is put on the table in the hall for the benefit of the public; anybody has a right to come on board and examine the manifest; during the time I was
144 on the boat, people came on board to examine the manifest; every trip they came on board; they would come in promiscuously; you could not keep an account of them; I don't know that there would be as many as one hundred, but there would be a good many; many men would come on board and examine the manifest that would not reach my observation, although I was clerk of the boat; they all have access to it; there was no other place where they could obtain similar information except at the office by enquiring of me; there was no other place outside the office and the manifest; they could go to the discharging clerk because he is furnished with a copy of the manifest; that is what we term it; it is generally exposed on the table to save the office the trouble of answering questions; the people come on board to look at the manifest; sometimes they take notes and a copy for the reporters to file for the press; the discharging clerk was on the levee with the helper, but generally *and generally* the people
145 would go to the discharging clerk for information; the discharging clerk always gives information on the levee, if he is required, because he has a correct copy of the manifest; he had no helper to attend to that particularly without doing anything else; he has to mind his own duties; he could give as much information as could be found in the office; I don't know that it would be any more laborious for him to do that; he could turn to the paper in a second and give the information; it is usual for people to come on board the boat after she is landed, when the stages are out and the boat made fast, although many persons have boarded the boat without waiting for her to be made fast or a line out; they jump aboard; I always considered in that case that they did it at their peril, in the case of accident; I was slightly acquainted with Blessing; I made his acquaintance when he had one leg, or since the accident; I never knew much of him before that.

Cross-examined:

146 Q. The discharging clerk stated under oath that he had a young man to assist him in giving persons information with regard to the cargo on board; do you know anything to the contrary of that?

A. I don't know anything to the contrary; I know he generally had a helper, but what instructions he was under from the discharging clerk I don't know.

Q. Is it not a fact that while you were on that boat, it was almost impossible to keep the crowds from rushing on, interrupting and interfering with everybody, when the boat landed?

A. In some instances, when we arrived here in the day, there would be great rush.

Q. Was it not almost impossible for the master or anybody on board to keep this immense crowd off?

A. Sometimes it was impossible; they would slip through anyhow.

Re-examined by Mr. EAGAN:

Q. How long have you been engaged in the business of steamboating?

147 A. About thirty-three years.

Q. Most of that time as clerk?

A. Always as clerk and captain.

Q. Then you are familiar with the custom on board steamboats?

A. Yes, sir.

Q. Is it usual, and during the time you were steamboating, to make out a manifest of the cargo to be placed in the hall of the vessel for the purpose of giving information to the public?

A. Yes, sir; that is done on all occasions.

Testimony for claimant.—Filed Sept'r 11, 1876.

United States district court.

H. C. BLESSING *vs.* ST'R NATCHEZ. } No. 10371.

Testimony taken on behalf of claimant, before John Devonshire, esq., United States commissioner, April 22, 1876, at 12 m.

P. HARRIGAN, sworn for claimant and examined by Mr. BROWNE, says:

148 Q. What is your business?

A. Police officer.

Q. How long have you been on the police?

A. Since the present administration; close on eight years now.

Q. What was your customary beat or route in 1873?

A. 1873, 1874, 1875, & 1876, on the Vicksburg landing.

Q. Do your remember the time when the accident occurred on the Natchez to Mr. Blessing?

A. I heard that some gentleman was hurt on one evening, two years last Christmas. I did not see it.

Q. Where were you on duty then?

A. Around the steamboat Natchez; myself and my partner.

Q. Who is he?

A. A man by the name of Higgins. He is dead now. He was there on that landing for three or four years.

Q. What were you doing around the steamboat Natchez; why were you there?

A. Keeping the crowd off of her—from running on board of

149 her. The balance of the boats it is the same way.

Q. Was that your duty on the levee, or were you specially employed and paid for that extra duty, or how was it?

A. Yes, sir; I used to get a little bonus from the captain for this extra service.

Q. How long had that been the case then that you had been receiving this?

A. I got it weekly.

Q. I mean for how long back you had been getting it?

A. Since I first went out there.

Q. And do you still continue to get it?

A. Yes, sir. The captain thought our services were worth a bonus, and gave it to us outside of our salaries.

Q. You say you were at the Natchez when she arrived about Christmas, December, 1873?

A. Yes, sir; along in that neighborhood.

Q. Were you on the wharf?

A. I can't safely say whether I was on the boiler-deck or
150 ashore. I always went on the boiler-deck to keep the crowd off; keep parties off the boat until such time as the passengers get off.

Q. In this instance was there a great crowd trying to get aboard?

A. By golly, there was no counting of them; when they could not get on the planks they would climb up on the cotton from the next boat-landing and cross off over on her, and it took a couple of policemen to be driving them down.

Q. It was impossible to control them?

A. Yes, sir; and it takes the crew of the boat to help us push and drive them down.

Q. Did you do this on the Natchez only?

A. All of the Vicksburg boats, from Captain Cannon down. They thought our services were worth that much to stop around the boats.

Q. Whenever the Natchez comes in is that always the case?

A. There is a crowd every trip, whenever she comes in; since my time on the levee—always.

151 Q. Did you make it your duty to be present when any one of those Vicksburg boats arrived?

A. Yes, sir; for years back.

Q. For the purpose of keeping order?

A. Peace and order.

Cross-examined by Mr. EGAN:

Q. Did you see the accident that occurred to Mr. Blessing?

A. No, sir; I did not see it, but heard of it.

Q. You know nothing about it except what you heard?

A. I heard that a man got hurt on the boat. I did not see it. I suppose I was too busy otherwise trying to keep off the crowd.

Q. Where were you when it occurred?

A. I can't say whether I was on the levee or the boiler-deck of the boat.

Q. How long had the boat been landed when the accident occurred?

A. She was not yet landed then. They were putting her lines out. They could not put out a plank until the boat was made fast.

152 Q. What time of the day did the accident occur?

A. I disremember. Sometime in the afternoon, I think.

Q. How do you undertake to say that there was no stage-plank out

at the time, from the top of the cotton, at the time Mr. Blessing was hurt, when you don't know what time it occurred?

A. I mean to tell you that I saw none. I saw a stage-plank out from the forecastle to the wharf.

Q. How do you undertake to say that there was no stage-plank out from the top of the cotton at the time Mr. Blessing was injured when you don't know when he was injured?

A. He was injured before the landing of the boat. He was injured before the stage was launched out. When I heard of the man being hurt the stage was still on top of the cotton.

Q. Did you look to see if the stage was on top of the cotton?

A. I am sure it was.

Q. Did you look to see?

A. I suppose I could not help seeing it. It is not a small plank.

153 Q. Did you look to see?

A. I did not take that much interest, but the boat was hardly fast at the time when I heard of this accident. When these boats land there is a heap of trouble in keeping the crowd off.

Q. Did you see anybody climb up on the cotton?

A. I did indeed—several. I was not new to see that. I have often pulled them down.

Q. Where do they climb up on the cotton?

A. On the side of it. I have seen it nine or ten tier high, and seen them climb up it.

Q. Do you mean to say you saw them climbing on the cotton when Mr. Blessing was injured?

A. No; but I saw a crowd there.

Q. On the day that Mr. Blessing was injured?

A. Every trip she is in it is the same; not only her, but the other boats.

Q. I ask you whether you saw them on that day?

154 A. Yes, sir; I did, and I slashed them off the side of the cotton with my club.

Q. Who did you slash down?

A. I don't know them.

Q. Are you certain that the boat lay close enough to the wharf to enable them to climb up?

A. Yes, sir; or if it was close enough they got on the next boat and climbed up.

Q. How many bales of cotton did she have on her?

A. I suppose four to five thousand bales, I believe.

Q. How high was it piled?

A. About eight tier high, I think.

How high did that reach?

A. I did not measure the distance; pretty high.

Q. Up to the hurricane-deck?

A. No, sir; on a level with the boiler-deck.

Q. Have you ever been absent from your beat?

A. Yes, sir.

Q. How often have you been absent from your beat?

A. Well, that has nothing to do with this. That is for the police commissioner to know—when I was absent—or the superintendent.

155 Q. About how often?

A. I can't tell you. It is a matter of impossibility.
Q. Were you frequently absent?
A. No, sir; I am absent now.
Q. Are you there every time the Natchez comes in?
A. I try to make it my duty to be there.
Q. Are you positive that you were not absent when Mr. Blessing was injured?
A. I am positive. I was around the boat that day, for if I wanted to loaf it would not be on the day the Natchez was coming in. I would lose my bonus if I was not there.
Q. You have no idea where y'u were when Mr. Blessing was injured?
A. I can't say whether I was on the levee or on the boiler-deck, with safety. I was in either one place or the other. I know I was there when she came in.

Testimony for libellant.—Filed Sept. 20th, 1876.

H. C. BLESSING } vs. STR. NATCHEZ. } No. 10371.

156 Testimony on behalf of libellant, taken before John Devonshire, U. S. court, April 21st, 1876, 6½ p. m.

J. B. SHINKLE, being sworn, says:

I am in the cotton-seed business. I have been engaged about four years in the business. I live in Algiers. I am acquainted with Mr. H. C. Blessing, libellant. I know him six years. I was with him a few minutes before he was injured on the str. Natchez. I went with him to the boat when we met Captain Evans. I met him right at the boat. I stopped to speak with him about a minute. Mr. Blessing and Mr. Morrox passed on together into the boat on the lower stage on the main-deck. Soon as I got through with Captain Evans I started to go on board the boat by the big stage above over the top of the cotton, and it came near throwing me off that stage, and I went in on the lower stage, on the same stage that Mr. Blessing and Morrox went. As I got in I saw some people picking Mr. Blessing up. A bale of cotton
157 was lying beside him. I then assisted in carrying him ashore. A driver of a cab helped to carry him out. I went with the cab to the hotel. The boat was landed fifteen minutes or about a half-hour before Mr. Blessing went on board; it may have been more. I know she was tied up. Mr. Blessing was engaged in the cotton-seed business and went on board to see if he had any seed on her. We started from the La. Oil Co. for the purpose of going to see if there was any seed on the Natchez. The La. Oil Co. factory is about two miles from the landing place of the Natchez. We took the cars to Canal street. We met Mr. Marx near the boat. When we first got to the boat there was a large crowd and we passed on, intending to go to the flatboat-landing to buy a check-line. The flatboat-landing is about a quarter of a mile above the Natchez. On our way there we met Mr. Marx going towards the Natchez. We stopped and returned with him to the steamboat. We stopped and talked
158 ten or fifteen minutes before returning to the boat. Mr. Marx is a clerk in the Union Oil Co. We did not see any one on the boat from whom we could obtain the information we de-

sired. I have shipped a good deal on the boats and I always go to the manifest on the boat to look. I never heard of any boat that keep persons stationed on the levee to give information to any one seeking the same in reference to cotton-seed shipped by the boat. I never went on board the Natchez to look after cotton-seed, because I did no business with her. I was merely going on board at the time of the accident with Mr. Blessing to see if he had any seed on board. The Natchez is a packet. I have boarded the Lee frequently. Every trip. I am here about once a month. I stay here a week, sometimes three or four days, as soon as I get my barges unloaded. I am shipping mostly by barges. I do not know of any imprudent action on the part of Mr. Blessing when he went on board the Natchez at the time he was injured.

159 Q. Were they rolling cotton off of the boat at the time Mr. Blessing was injured?

A. Yes, sir; they were rolling cotton-bales up, and they threw the stage-plank from the bales on the boat, and that is how he was tripped.

Q. They were breaking up some tiers for the purpose of landing the stage?

A. Yes, sir; rolling up cotton from the outside.

Q. To make place for it to rest on?

A. Yes, sir; when they got that pile of cotton raised up they hoisted the stage, and that is what tripped him.

Q. How high was the cotton piled?

A. It looked to be some six or seven tier high. I do not know exactly.

Q. Higher than the boiler-deck?

A. I think even with the boiler-deck—the guards. It might have been a little higher; to the railing of the boat—the gentlemen's cabin.

Q. How high is that railing?

A. I cannot say. It looked to me, I suppose, six or seven tier high. I did not pay much attention.

160 Q. Was either gangway left open from the lower deck to the stairs?

A. Yes, sir; to get upstairs, and Mr. Blessing was in the gangway.

Q. Do you know where the cotton-bale came from that struck Mr. Blessing?

A. I think it came from where they were breaking the cotton. It came down, I think, right where they were breaking the cotton-bales. I judge so; they were breaking there.

Q. Had the passengers left the boat at the time?

A. I think there were some passengers on her yet. Some were standing there. I did not know who they were.

Q. Do you know whether they were rolling any cotton off of the tiers?

A. No, sir; they were not rolling any down, for I took particular notice to see. They were rolling the cotton up there next to the stage.

Q. Did you see Captain Leathers on the boat?

A. I think I saw him on shore with some ladies.

161 Q. Was that before you went on her or afterwards?

A. Yes, sir; before I went on.

Q. How far was he from the boat?

A. Right close to the boat. I think he had just passed out.

Q. Did these ladies have any baggage or not?

A. No, sir; I did not see any.

Q. Did the boat come in in the morning or evening?

A. She comes in in the morning.

Q. Did you see the captain after Blessing was hurt?

A. No, sir; I did not see him afterwards. I went right off to the hospital with Mr. Blessing.

Q. Did you see any of the officers of the boat?

A. No, sir; none at all.

Q. Is it usual for men having business on steamboats coming from a trip to New Orleans to board them on their arrival?

A. I think it is, sir. If I did business with a boat I would.

Q. Have you ever done any business with these boats previous to the four years that you have been engaged in the cotton-seed business?

162 A. Yes, sir; for twenty-five years; but not here in New Orleans.

Q. Was it Western boats?

A. Yes, sir; I used to keep a warehouse in Arkansas, and shipped a good deal from there.

Q. Do you know whether it is the custom here in New Orleans for business men to board steamboats when they arrive?

A. I think it is. I know a good many business men who get on board to look at the manifest.

Q. Do you know on what part of the boat they put it?

A. Yes, sir; on the table, and sometimes it is hung up.

Q. Do you know why it is put there?

A. I think I do: For everybody to look at.

Q. Did you see anybody climbing up on the outside cabin on this occasion?

A. No, sir. There were two stages out; one down below and one on the cotton.

Q. Is it usual for people to climb up on the outside of the cotton when they can get on in other places?

A. I don't think it is.

163 Q. Did you ever see it done?

A. Never as I know of.

Q. Have you ever seen people climb up on the outside of the cotton?

A. When the boats first strike the wharf, if they are alongside of other boats, I have seen people get on board of them from other boats, but I have never seen them climb up on the cotton.

Cross-examination by Mr. :

Q. How far had you proceeded from the Natchez on your way before you met Mr. Maxr?

A. Fifty or one hundred yards, may be.

Q. You say you stopped to talk with him about ten or fifteen minutes?

A. I suppose it was; probably longer; but to the best of my knowledge, ten or fifteen minutes.

Q. Do you recollect of any one standing on the front of the Natchez, on the left, to inquire about some cotton-seed on board?

A. No, sir; I did not look for anybody.

164 Q. Do you know Mr. Isreal, the discharging clerk of that boat?

A. No, sir; I did not. I know one clerk—I think he was clerk then.

Q. Did those manifests of these boats say who shipped the cotton, or did they merely say to whom the cotton-seed was shipped?

A. Yes, sir.

Q. It never says who shipped it?

A. No, sir; you have to go to the office to find that out and see the bill of lading.

Q. The manifest only shows to whom the cotton comes and the amount?

A. Yes, sir.

Q. When was Mr. Blessing injured?

A. It was last Christmas two years ago; the day after Christmas, the 26th of December.

Q. Have you been on intimate terms with him for many years?

A. Yes, sir; we have been friends.

Q. When did he first speak to you about being a witness in this case?

165 A. I never spoke to him.

Q. How came you to be a witness in this case?

A. I got a notification to appear here.

Q. When?

A. About a year ago; ten or twelve months ago. I have the notice here. I was notified by Mr. Colton. I was notified twice. Mr. Duggan came with me both times.

Q. Why were you not examined?

A. I do not know. I was ready any time they called for me. I have got both subpœnas at home now.

Q. How much do you make in the cotton-seed business?

A. Some trips I make $250.00.

Q. I mean what do you make during the season?

A. Well, I suppose twelve or fifteen hundred dollars this year.

Q. Do you make as much now as you made two years ago?

A. Yes, sir.

Q. How do you do that business?

A. Buy the seed.

Q. Where do you buy it?

166 A. I go up the river to Bullet's Bayou and purchase it. I stop at each plantation. In the first place I go along on the coast and get orders. I go up on a boat and come off in a skiff or on horseback. Then I ship sacks up on the steamboats and then come along with a barge. If I have more seed than I can ship, I take up the next boat.

Q. How many miles can you make by going along on horseback?

A. Sometimes it is twenty-five miles, sometimes it is not five.

Q. Do you drive about to each house where you engage cotton?

A. Yes, sir, sometimes, and sometimes I go on horseback.

Q. Can you reach the houses then on horseback or in a carriage?

A. Yes, sir; it is the cheapest way to visit plantations.

Q. Does it require much walking to do this business?

A. Yes, sir; because you may have to do some walking to get there.

Q. Does it require any walking when you go on horseback or in a buggy, any great amount of walking?

167 A. Sometimes you have to walk a quarter of a mile, or an half of a mile.

Q. Is that often the case?

A. Yes, sir.

Q. Can you not drive up in a buggy to any of the houses?

A. Part of the country you can, but other parts you cannot.

Q. And on horseback?

A. Yes, sir; I believe you can; but there are some bayous you cannot cross.

Q. But I mean if you get on the side where the house is if you cannot ride by?

A. Yes, sir; I suppose you can on horseback.

Q. When you have made $1,500.00 a year, that is clear of expenses, is it not?

A. Yes, sir; I think I was clear $1,500.00 this year and all expenses.

Q. Could Mr. Blessing engage in that business now in his present condition?

A. He could not; it requires an active man who can travel along well. It takes an active man to get along, who must go and see
168 the seed. A man traveling in a boat cannot buy the seed. He must get out and see the sacks filled by them on the banks.

Q. And the expenses of traveling on steamboats would be much greater?

A. Yes, sir; and he could not make any money by traveling on steamboats.

Q. Did you tell me you superintended the filling of all your sacks cotton-seed that you buy?

A. No, sir; not all.

Q. Is it not a fact that you go to the plantations and make arrangements and he fills them according to weight?

A. Yes, sir; and sometimes I fill them.

Q. And you come along with a flatboat or steamboat and get them?

A. Yes, sir.

Testimony for claimant.—Filed November 2d, 1876.

169 United States district court, district of Louisiana.

HOPKINS C. BLESSING *vs.* STEAMBOAT NATCHEZ. } 10371.

Testimony taken on behalf of claimant, before John Devonshire, United States commissioner, this 11th day of March, 1876.

Present, B. Egan, esq., for libellant; R. H. Browne, esq., for claimant.

E. BAWLFE, sworn and examined for claimant, says:

By Mr. BROWNE:

Q. What is your business?

A. Carpenter on the steamboat Natchez.

Q. What is your age?

A. 33 last 4th March.

Q. How long have you been on the Natchez?

A. I superintended the building of her.

Q. And have been on her ever since?

A. Yes, sir.

Q. You were on her, then, in 1873?

A. Yes, sir.

Q. You were carpenter on her then when the accident occurred to Mr. Blessing?

A. Yes, sir; I was.

170 Q. What kind of a load did the Natchez have on her?

A. She had a very fair load; between forty-five and forty-seven hundred bales.

Q. When did she take on her last cotton on that trip?

A. The last cotton of any note taken on that trip was at Natchez. She took on only a few bales on the way down. We get very little cotton below Natchez, say two or three or five or six at landings below Natchez.

Q. I believe it was about Christmas that she arrived on that trip?

A. Yes, sir. We were on the river Christmas Day, and eat our Christmas dinner on her.

Q. How was the cotton stowed on that trip; I mean the character of the stowing, whether bad or good, or how?

A. They always stow the cotton to the best advantages to make it secure. I don't know anything contrary to that. It is always stowed in that way. I don't think there was anything unusual in the
171 stowing on that trip. If there was I am not aware of it.

Q. When the Natchez arrives here what is usually done with reference to going to work and rolling the cotton off?

A. Sometimes we discharge the boat ourselves and on other occasions the contractors discharge her. Sometimes the mate gives the tickets out.

Q. I mean as to the crowd?

A. There are all manner of crowds, especially about Christmas time; they generally come on the stage; they come on board the boat, but no person is allowed up the steps but those who have business; but those who come on the stage crawl over the cotton, or any other way they can to avoid the watchman at the foot of the steps.

Q. This is usually the case?

A. Yes, sir; especially about Christmas time, when there are so many laborers round the wharf.

Q. What time in the day did you hear of the accident?

A. About 4 o'clock in the evening.

Q. You did not hear anything of this accident at all since then?

172 A. No, sir; when the boat arrived I went home, and when I returned I heard of it.

Q. I believe Mr. Gibbs was mate?

A. Yes, sir, and Mr. Hamilton was second mate. I would not be positive.

Q. Did you leave her immediately upon her arrival that morning?

A. I cannot say to half an hour, but it was inside of half an hour. I always go home immediately when the boat arrives and return within an hour or two.

Q. You never saw this man Blessing at all?

A. I am not aware that I did. If I did I never knew it.

Q. Do you remember how high the cotton was piled up on that trip?

A. We just pile it so from the forward all the time. It never goes any higher than the boiler-deck forward, because she has no capacity for carrying there. The highest tier never goes over the level of the boiler-deck forward, because she has no carrying capacity forward.

173 Q. Do you remember how many tiers it takes to get up to there?

A. About eight tiers. We have eight tiers when we have a large load. I would say there were eight or seven tiers that time. When we had a large load we put eight tiers, but never put more than that forward.

Q. Will you explain to me how that gangway is made, the way the cotton is stowed, where you come down the steps and get out when you have a large load of cotton?

A. When we have a large load we have a space of twelve feet made right in the center of the boat. This space is seven feet high, and in the middle of that gangway we have a little row of stauncheons under the plank which supports the cotton overhead.

Q. Does the gangway run from the foot of the steps straight to the bow of the boat?

A. Yes, sir.

Q. How far, then, forward from the foot of the steps is the cotton piled out forward generally?

A. About twelve feet.

174 Q. And that would make about how many tiers of cotton lying side by side forward from the foot of the steps?

A. We sometimes put one fore and aft, and two athwart ships over that; sometimes we only put one.

Q. You don't know where this bale fell from; what part, or anything of that?

A. No, sir; I never knew anything about the bale.

Cross-examined by Mr. EAGAN:

Q. You were not on board the boat when Mr. Blessing got hurt?

A. No, sir.

Q. You left the boat some time previously?

A. I left the boat when it arrived; some twenty minutes afterwards.

Q. And you know nothing of the accident except what you heard?

A. No, sir.

Q. Do you know Blessing personally?

A. No, sir; I never met with Blessing unless I met him traveling on the boat, but I don't know him at all, although I ought to know
175 him, because I am in the trade eleven years, and he lives in Baton Rouge. I never saw him on board the boat that I know of.

Q. You have nothing to do with the stowing of the cotton?

A. No, sir.

Q. It is no part of your duty?

A. No, sir; I have nothing to do with the stowing. All I have to do is to secure these planks which support the cotton up over the gangway.

Q. What is the width of this gangway?

A. Twelve feet; sometimes more or less. I cannot say exactly what it was on that occasion.

Q. What is the heighth of that gangway?

A. About twelve feet both ways, as near as I can judge about it, when you get clear of the cotton.

Q. This was the only accessible mode of getting to the boiler-deck?

A. Yes, sir.

Q. Do you recollect how deep it was on this occasion; sometimes it is deeper than others?

A. I am only speaking of the least width; but when we have
176 little cotton on her we have room; it is then perhaps twenty feet.

Q. Do you know what the depth was on the occasion of the accident?

A. No, sir; I should judge twelve feet square—the gangway.

Q. You did not pay attention to what cotton there was on that trip?

A. Well, I have since that time had between forty-five and forty-seven hundred bales.

Q. What is the usual depth of this cotton under this gangway when you had that number of bales?

A. About twelve feet.

Q. There was cotton on the top of the gangway?

A. Always is; yes, sir; about four tiers.

Q. And it is supported by planks?

A. Yes, sir.

Q. These planks are held up by stauncheons?

A. Yes, sir; I do that myself.

By Mr. BROWNE:

Q. You say it is your business to do that?

A. Yes, sir; that is my business every trip.

Q. Tell me, then, as to whether that shoving up was properly
177 done, and in the manner in which you usually done it—safely done?

A. Yes, sir; my attention was attracted when I came on board; everything was there yet in the evening. They always shove her down four tier forward, and when I came back at four o'clock they were there yet.

Q. You say it is your business to do this work of putting these planks overhead, and supporting them with proper stauncheons?

After the fourth tier we shove over and put stauncheons underneath to support the plank and the cotton overhead. There are two shoves for every plank, and there are six planks; that is, when we have a big trip, but five on small trip.

JAMES MCDONALD, sworn and examined for claimant, says:

By Mr. BROWNE:

My business is U. S. mail agent on the steamboat Natchez. I have been such five years this coming April. I was on that trip when
178 the Natchez arrived here; when Mr. Blessing was injured on her at the wharf.

Q. What sort of a load did the Natchez have on her?

A. I think that was the trip she brought the large load of 5,500 bales. I think that was the trip, but I am not positive. I know she had a large trip of cotton on board, and she did not get here until 11 or 12 o'clock in the morning.

Q. The morning after Christmas, I believe?

A. I am not sure. I am a poor hand to recollect dates.

Q. Were you on board when the accident occurred?

A. No, sir; I had just left the boat.

Q. How long had she been in?

A. She had not been in more than five minutes.

Q. You met with Mr. Blessing?

A. I met him on the stage, but think it was after nine o'clock or twelve. I know I was behind schedule time in the office. When we are behind time I generally throw out my mail, get it into the
179 wagon, and go to the post-office as quick as possible. There was a crowd coming in, I know, and I knew Mr. Blessing was from Baton Rouge, and in passing him on the stage there was such a crowd that I could only grasp his hand, as my mail was going out, and I followed it and got into the wagon. In coming up the street then, after Mr. Blessing had been on board and the accident had happened, and

he had been put into a carriage and driven up the street, I was driving up the street to see him, when he passed me by. Mr. Frank, who held the mail, saw him also. I saw it was Mr. Blessing myself, and I told him there was a man hurt, and bid him drive up to his carriage to see what was the matter with him.

Q. You say you came out on that stage-way; what appearance was there of any cotton being in a dangerous condition or loose, or ready to fall; or was there any such thing?

A. There was no danger, as I saw. The cotton came down on the boat the same way as it was landed there.

180 Q. Does the Natchez usually get much cotton below Natchez?

A. That depends upon circumstances altogether. It depends upon what boads come down ahead of us. It depends upon the weather coming down; sometimes we get a great deal of cotton below Natchez, and sometimes not, but we get more or less. There are one or two shipping points below Natchez where we get large piles of cotton. At Fort Adams, below Natchez, we often get 230 or 300 bales, but it depends upon the weather and the boats going down ahead of us.

Q. Is there much of a rush when the Natchez gets in among those who want to get on board of her?

A. Yes, sir; quite a rush.

Q. You have to have policemen?

A. Yes, sir; in fact if the boat lowers her stage, if she gets here early in the morning or evening, it is impossible to get off the stage. People go on board the boat to see friends, or men who want to work, so that you cannot understand what a crowd there is.

181 Q. You, then, having been on the Natchez a long time, you are accustomed to the mode in which the cotton is usually stowed in front of the stairway?

A. Yes, sir.

Q. State as to whether it was different then on that trip, or whether it was similar to what it always had been—safe.

A. Yes, sir; I did not see any reason why it was not safe; it was stowed in the usual way. They put up four tier of cotton, and put planks across and prop them up with stauncheons; the carpenter puts up the stauncheons; the mate lays the planks on the fourth tier of the cotton, and then the carpenter fits the stauncheons under them; if they are too long he cuts them or regulates their proper length to support the cotton.

Q. Leaving two stauncheons under each plank?

A. Yes, sir; when there is much cotton on the top.

Q. You had a good load that trip; the cotton must have been piled how many tiers above that staging?

182 A. Yes, sir; some three or four tiers on the top of the staging; I am not sure.

Q. Did you observe any bale that was loose, or apparently in danger of falling, when you came ashore?

A. No, sir; I cannot say that I did. I don't recollect now that I did; I don't think I did.

Q. Was your attention called to it?

A. No, sir; I don't recollect of it being called to it. Of course they would not call my attention to it, because it was not my business; but if there had been any danger by which I might have been hurt, I would have looked out myself; if there had been a bale out of the way that should have been fixed up, the mate's attention should be called to it, and I think he would fix it up.

Q. Had you ever seen Blessing on the Natchez, traveling up and down, before that?

A. Yes, sir; he was traveling from Baton Rouge down to New Orleans several times before that accident. I recollect one time particularly he came on board; he had a large Newfoundland dog that I thought to get from him.

183 Cross-examined by Mr. EGAN:

Q. What did you say your occupation was?

A. Route mail-agent. I am not in the employ of the Natchez. I am in the employ of the government.

Q. Were you on the Natchez the trip Blessing was injured?

A. I was not on board the boat when he got hurt. I was on that trip, and had got my mail off before that.

Q. Did you come down on her and go up on her?

A. Yes, sir.

Q. You were acquainted with him?

A. I am slightly acquainted with him, but I don't think I saw him since the accident. I knew him before that for about a year—a very slight acquaintance with him on the boat. I think he lives in Baton Rouge. I met him on the river two or three times.

Q. On the Natchez?

A. Yes, sir; on the Natchez.

Q. What is his business?

A. I think Blessing spoke at one time about having some
184 lumber floating down. I think he had a raft floating down.

Q. Is he engaged in the lumber or cotton-seed business?

A. At the time I had the conversation with him on the boat I think he was getting up that raft; that was some time before he was hurt.

Q. What time did the boat arrive on that trip?

A. I am not sure. I think it was between 9 and 12 o'clock.

Q. How many bales of cotton had she?

A. I don't know. I am not sure whether that was the trip she had the 5,522 bales or not. I know she had a great deal of cotton.

Q. Did you see how the cotton was piled?

A. No, sir; I paid no attention to it.

If cotton is properly piled on a boat is it not impossible for it to fall?

A. That leaves it without a margin. Cotton may be stored properly—
I have known it being so—and the whole side fall off. That was
185 the case with the steamboat Pike, at Baton Rouge, at one time that I recollect. In several cases I have known cotton properly stowed and the whole side gave way.

Q. That was when the supports gave way?

A. No, sir; much would depend on the boat listing.

Q. But is it not impossible when the boat is not listing and the cotton is properly piled on it to fall down?

A. I cannot say that it is impossible.

Q. If you placed one bale upon the top of another, when it is the width and length of a bale on the cotton, is it not impossible for it to fall?

A. No, sir. You must know it depends upon the way it is piled; some is piled flat and some is not. You can pile five bales on the top of one another and you cannot stir them, and you can pile them so that a child can throw them.

Q. If they are properly piled it is a difficult matter to displace them?

A. If it is properly piled it is not a supposable case. I saw
186 Blessing on the stage-planks and shook hands with him.

Q. The only way he could get on the boat was by the passage he was taking?

A. I think there was another stage on the top of the cotton, but I am not certain. I think there was.

Q. Why did you not come out that stage?

A. Because my mail is thrown down the other way.

Q. Is it not a proper way to enter a boat loaded with cotton to enter on the stage-plank at the bow and go into the gangway?

A. If there were two stage-planks, one from the top of the cotton, and the cotton piled upon the guards of the boat, it would be optional which you would take.

Q. This stage that was resting on the top of the cotton was for the purpose of discharging the cargo?

A. Yes, sir.

Q. The other is not?

A. The other is put there for the passengers.

Q. Then the proper course for Blessing to have taken in going
187 on the boat was the stage-plank where you met him?

A. Yes, sir; I suppose it was.

Q. You don't know how he was injured?

A. No, sir; I cannot say, only from what I heard when I came on board; that he had his leg broken by a bale of cotton falling on him.

JOHN FARRELL, sworn and examined for claimants, says:

By Mr. BROWNE:

My occupation is that of an engineer on the steamer Natchez; I have been on the Natchez since December, 1869; I was on her the trip when Blessing had his foot crushed at the wharf.

Q. Do you know anything about how the accident occurred?

A. I did not know until after 5 o'clock, when I went to the office to get money to pay off the crew; that was the first time I heard of it.

Q. How long after the boat landed did you come ashore?

A. I did not go ashore until late that night.

188 Q. When you say the office, you mean the office of the boat?

A. Yes, sir. I went to get money to pay my crew off.

Q. Were you out forward at all?

A. No, sir; I was not.

Q. Do you ever have occasion to notice how the cotton is stowed there in front, when you have a good load?

A. No, sir; my business is not forward. I might walk out once in a while and take a look around.

Q. Had you been round in front that morning when she arrived?

A. Yes, sir; I had.

Q. About how long after she arrived?

A. About the time she was making her landing, on account of them pulling in the lines. I went out to see if the capstan was working right, & came back aft on the lower deck.

Q. Did you get out between the stauncheons and the steps that lead to the boiler-deck?

A. No, sir; I came over the boiler-deck and came down the forward steps and went back to the freight-hoisting engine, and from
189 that to the boiler-deck aft, after I saw them putting in the line, and seeing that the machinery was working right.

Q. Was there anything unusual in the appearance of the stowing of the cotton to which your attention was called?

A. No, sir; nothing.

Q. Did you see any bale of cotton that appeared to be in a dangerous condition?

A. No, sir; I did not.

Q. Upon the boat's landing here is there a rush?

A. There is always a big rush; cab-drivers and everybody. The police always try to keep them off the stage, but they crawl upon the cotton to get on board, and if there is another boat alongside they will go on board of it and climb over. It is impossible to keep them off the boat until the stages are out.

Q. How wide is that staging between the cotton generally? I mean the gangway at the foot of the steps.

A. Twelve feet, perhaps more; I think it is at least twelve feet.

190 Q. Did the cotton appear to be securely stowed as far as you saw?

A. Yes, sir; I think so. I had been under it myself several times on the down trip, and it was piled perfectly safe. We had a pretty good load on that trip, in or about 4,500 bales. It was Christmas time. I don't know whether it was Christmas Day or the next day after it.

Cross-examined by Mr. EGAN:

I don't know Blessing; I never saw him that I know of; I know nothing about this occurrence except what I have heard.

Q. Your duties on the boat are attending to the engine?

A. Yes, sir.

Q. You have nothing to do with the stowing of the cotton?

A. No, sir.

Q. You paid no attention to it then?

A. No, sir; I know nothing unless they go to crowd me in the engine-room, and then I object to it and make them fix it to suit me. I always want a way for working in case of an accident, and I always make them leave me plenty of room.

191 Q. The first you heard of the accident was some hours after it occurred?

A. Yes, sir; some time in the evening, four or five o'clock, when I went to the office to get money. I don't remember whether it was the clerk or the barkeeper made the remark to me about the man getting hurt, but before the man got hurt I was down there myself. We always make it our business to see if the boilers want anything done to have it done here.

Q. But you did not look to see how the cotton was piled?

A. No, sir; I had been backwards and forwards several times on the trip, but I did not pay attention as to the cotton; it was out of my business altogether. I don't know the date of this trip. It was about Christmas time. I think the day after Christmas or so. I cannot say positively. I remember eating Christmas dinner up the river. Personally I don't know whether was any great crowd coming on board the boat that day. Those who came on the boat would have to

192 come on the staging that leads to the bow and from that to the gangway and from there up to the boiler-deck. That is the proper way. If they wait until the boat lands for the staging to be put out that is the proper way, but they jumped over the cotton every way.

Let the cotton be ever so well stowed, if these men jump upon it they will work it out loose. They jump in on the side but not on the gangway. They jump every way. They get in on the side, but run all over the boat to keep out of the way of the police.

Q. Did you see any one come on board in that way on that trip?

A. No, sir; because I was not right there at the time. I don't know how Mr. Blessing came in, but I know that is generally the way. The boat had been landed half an hour when I went out to the front. I don't know whether that was before or after the accident. I don't know anything about that except what I was told.

MOSES GIBBS, witness on behalf of claimant, being sworn, says:

193 I was first mate of the s'tb't Natchez in 1873 when the accident occurred to the libellant. It was in December, about Christmas. I do not recollect the day exactly; she arrived in the forenoon. I had been mate of the Natchez for nearly a year and a half then. I remained on her about six months after the accident. I then went as first mate on the Belle Lee; then I went on the City of Alton, and I am now first mate of the Robert E. Lee. The Natchez had a full load of cotton and cotton in seed. About 4,400 bales. The cotton was stowed as usual. It was as well stowed as any boat-load of cotton I ever had stowed in my life. I was congratulated by my friends in lading a nice trip on her. The accident occurred a very short time after the boat reached the landing. I don't recollect where I was at the time Blessing was hurt. I was either out forward making her fast or ticketing the men. I did not see him get hurt. I did not see him after he was hurt. The gangway left open at the foot of the stairway was

194 about 12 feet wide and four tiers high, equal to about eight feet. We have bridge-plank on top of four tiers of cotton above this gangway and we stowed cotton on top of that. On this trip I think it was five tiers high on top of the bridge-plank, both ends rest on the cotton, and in the middle we have stauncheons to hold up the bridge-plank. There was a great rush of negroes, hackmen, and others rushing on the boat, as is usual when a boat lands in the daytime. I don't know Mr. Blessing, as I remember. I may know him by sight. According to my judgment the cotton around that gangway was well stowed. It was stowed in the usual manner.

Q. Had they got down any way towards the gangway throwing off the cotton, or were they at work on the top?

A. We had not started the cotton at all. We were just in the act of starting, and had the stage lowered and everything.

195 Q. Did you receive any information from any source whatever that there was any bale of cotton in or about the gangway which was in a dangerous condition?

A. No, sir.

Q. How long before the landing of the boat, or about the time of the landing of the boat, was it that you passed through that gangway yourself?

A. I passed through as she blew her whistle coming into the landing

Q. What was the appearance of the stowage then?

A. In perfect order.

Q. How long was that before you reached the landing?

A. Some five minutes.

Q. You were out forward when she landed?

A. When she landed, making her fast.

Q. Do you regard yourself as an experienced mate in the work of stowing cotton?

A. Yes, sir; I do.

Q. How long had you been previously in the character of mate in the cotton trade?

196 A. Seven or eight years altogether; doing nothing else in the cotton trade.

Q. This cotton had been stowed under your personal supervision and direction?

A. Yes, sir.

Q. You don't know anything as to how the accident did occur?

A. No, sir.

Cross-examined by Mr. EGAN:

Q. How long had the boat been landed when the accident occurred?

A. I cannot tell how long she had been landed.

Q. Were the passengers gone?

A. I cannot tell you whether they were gone or not. I made the boat fast, and then heard of the man being hurt.

Q. Were your stage-planks out when the man got hurt?

A. I don't know. I don't recollect when he got hurt.

Q. Do you know whether they were not rolling the cotton off the boat when he got hurt?

197 A. We were just in the act of starting the cotton when this thing occurred.

Q. Were they not actually rolling the cotton off when the accident occurred?

A. I don't know; it is only from recollection that I know of it. I did not see him at all.

Q. Did you see Blessing after he was hurt?

A. I did not.

Q. When did you first ascertain that the accident occurred?

A. It was, I should judge, half an hour afterwards, as near as I can recollect.

Q. What part of the boat were you when it did occur?

A. I don't know exactly when it did occur; when I heard of it I was out ticketing the men to start the cotton on the trucks.

Q. If the cotton is well stowed, is it not impossible for it to fall?

A. Well, it may have been pulled down. We took it all off the boat.

Q. But if it was well stowed it could not have fallen without somebody pulling it down?

A. No, sir; I don't see how it could.

198 Q. Was not the one bale of cotton hitched between the stauncheon or between the boiler-deck and the tier of cotton?

A. Not that I recollect of.

Q. Was it not a bale that was hitched between the stauncheon and the boiler-deck that did fall?

A. Not that I recollect. I don't know anything about it.

Q. Do you know whether there was a bale hitched between the stauncheon and the tier of cotton?

A. I do not. We frequently head the cotton on the boiler-deck, and then stow it on its flat, as we usually do on a cotton-boat to fill up a space.

Q. How long after the accident was it that you left the boat?

A. I was on the boat all the time.

Q. But you are not now on the boat; how long after the accident was it that you quit?

A. Something near six months.

NEW ORLEANS, *March* 31, 1876.

Testimony for claimant resumed.

Present, C. B. Singleton, esq., for claimant; John B. Cotton, esq., for libellant.

199 THORNTON DEAN, sworn & examined for claimant, says:

Q. Were you employed on the steamer Natchez?

A. Yes, sir.

Q. How long have you been employed on her?

A. I am working on the Natchez for the last ten or fifteen years.

Q. Do you make trips on her or do you unload her?

A. Yes, sir; I unload her.

Q. You do not make trips?

A. No, sir.

Q. Do you recollect the time Mr. Blissing had his ankle injured by a bale of cotton falling on him about two years ago?

A. Yes, sir. I heard that his leg was broken. I saw the bale when it fell. The cab-drivers and boys came upon the top of the cotton; they had not yet launched the stage out. The cab-drivers all climbed up, and the steps were crowded below with people. The cab-drivers climbed right up, and swung on. This bale went down behind and fell against the post.

200 Q. There are two posts situated on the sides of the steps?

A. Yes, sir.

Q. And the cotton was stowed up against these posts?

A. Yes, sir.

Q. Where was the staging then from the boat to the shore; was it from below or above?

A. From below; they came in on the stage.

Q. Was the stage on the top of the cotton?

A. Yes, sir.

Q. How many of these cab-drivers were there?

A. Three or four dozen of them. They ran up in a rush at one time the moment the boat touched the wharf.

Q. Do not these two posts connect with the steps?

A. Yes, sir.

Q. And while the cab-drivers were going down the posts they pulled this bale down with them?

A. Yes, sir; they pulled it down.

Q. How long had you been in port?

A. Just about a quarter of an hour. We had just got to launch
201 the stage out.

Q. Had you begun to put off the cotton?

A. No, sir; we had not moved a bale.

Q. Had any of the crew, or those engaged on the vessel, been trying to get down to these steps?

A. No, sir; the men were all out, ashore, after their tickets.

Q. Who were there besides these cab-drivers trying to get down the posts to these steps?

A. Well, nobody but the cab-drivers and boys.

Q. What were they doing that for?

A. They always do it to get jobs; they climb over the cotton on the inside and outside, and every which way; you cannot stop them.

Q. Did you ever see anybody try to stop them?

A. Yes, sir; I saw the mate many a time trying to stop them, but they would climb upon the cotton anyhow.

Q. Where was this man standing at the time he was hurt?

A. At the foot of the steps.

202 Q. Where was this bale of cotton stowed that was pulled down?

A. It was stowed the same as all the other cotton, only that bale was leaning against that post and leaning out beyond the other cotton, so as to have the cotton stowed well.

Q. It was situated over the gangway?

A. Yes, sir; right under the boiler-deck.

Q. A gangway was first made for a passage to go out?

A. Yes, sir.

Q. How high was that gangway?

A. There was three tier high, then the bridge-plank was put over, and then two tier of cotton on the top of the bridge.

Q. Did you notice this bale of cotton when these fellows were crowding in?

A. Yes, sir; I hallooed at them.

Q. What did you tell them?

A. I told them that is the way you break your necks.

Q. If these people had not attempted to crawl down would any cotton-bale have fallen?

203 (Mr. Cotton objects.)

A. No, sir, it never would have fallen in the world.

Q. Was that cotton stowed as it was always stowed?

A. Yes, sir; just as it is stowed now.

Q. Did you see this man after they took him on shore?

A. No, sir; I did not have a chance to see the man, but I heard them talking about him.

Q. Is that the only instance where you ever saw a bale fall off the boat and injure a man?

A. Yes, sir; that is the only one.

Q. Have you ever seen the man since to know him?

A. No, sir; not to know him.

Q. Do you recollect if Capt. Leathers was there on the boat at the time?

A. I don't know where he was; I don't know whether he came off the roof or not.

Cross-examined by Mr. COTTON:

Q. Have you been sworn?

A. Yes, sir.

204 Q. Do you know what oath you took?

A. Yes, sir.

Q. Do you know the nature of an oath?

A. Well, I know if you catch me in a lie you will punish me for it. That is all I know.

Q. Who would punish you?

A. I don't know. I don't know who would punish me. I suppose the State would take me in hand.

Q. What is your age?

A. I don't know exactly what is my age. I was born and bred in Baltimore.

Q. How long have you been in this country?
A. Nineteen years, as near as I can tell.
Q. Where have you been living?
A. With Captain Landry.
Q. How long have you been running on the river?
A. A good while in my time, until I got to be a man and professed the church; then I quit it.
Q. Have you been running on the river since the war?
A. Yes, sir.
Q. What boats?
A. I have been on the Lee. I have been on several boats since the war.
Q. They were Captain Leathers' boats, were they not?
A. I have traveling on his boats from here to Plaquemine, to my sister-in-law.
Q. Have you ever run on Captain Leathers' boats?
A. Yes, sir.
Q. To where?
A. To Vicksburg.
Q. Who is the mate of that boat?
A. Moses Gibbs is one.
Q. When did this thing occur that you speak of?
A. I almost forget, but I think it was two years ago.
Q. What time in the morning was it done?
A. It was eight or nine o'clock in the morning, as near as I can remember.
Q. You did not come down on the boat?
A. No, sir; I did not.
Q. You went on board then to get work?
A. Yes, sir.
Q. Were you employed?
A. Yes, sir.
Q. To do what?
A. We always stand about for the packet boats.
Q. To do what?
A. To break out the cotton.
Q. To discharge the boat?
A. Yes, sir.
Q. Where were you standing when this thing occurred?
A. Standing right down where we had just launched the stage.
Q. They were launching it out then?
A. Yes, sir; we had not launched the stage out yet.
Q. You were in the act of launching the stage?
A. Yes, sir; waiting for orders.
Q. How did Blissing get on board the boat?
A. Climbed up the cotton.
Q. Mr. Blissing did?
A. I don't know about Mr. Blissing; I know the men did.
Q. How did Blissing, the man that was hurt, get on board?
A. He came in on the stage below. The stage was let down on the wharf for the passengers to get out, and he run in.
Q. Was it a plank stage?
A. Yes, sir; it was.
Q. A regular staging-plank?
A. Yes, sir.
Q. How long had it been out?

A. It had been out ten or fifteen minutes. The mate had not given out the tickets yet.

Q. Had any of the passengers gone ashore at the time when Blissing came on board?

A. I don't know what time he got on board, but I know when the stage was out, and I know when the cab-drivers and everybody came in.

Q. You stated that he came in on the staging?

A. Yes, sir.

Q. Did you see him come in?

A. No, sir; I just heard he got hurt afterwards.

Q. How do you know he came in on the staging?

A. He must, because the cab-drivers came up before that.

Q. You did not see him come on board?

A. No, sir; I did not; if I did, I don't know.

208 Q. Did you see the cotton-bale fall on him?

A. I saw the bale when it fell. I did not know it fell on the man, but I heard it afterwards.

Q. How far were you from the gangway when the bale fell?

A. I was standing over the gangway, on the top of the cotton.

Q. Away up on the upper tier?

A. Yes, sir.

Q. What attracted your attention to that bale of cotton?

A. I am going to tell you the truth, because every time the boat lands them fellows jumps on board the cotton—cab-drivers and little boys.

Q. They attracted your attention to this cotton-bale?

A. Yes, sir; that attracted my attention.

Q. Did you notice that bale rock or totter at all?

A. No, sir; only when I saw the man get on it and it fell down.

Q. What was there unusual about this bale of cotton to make you look at it?

A. Because it was flung out of its place. I will show you ex-

209 actly how the bale was lying.

Q. Describe so it can be taken down.

A. One bale was brought close and jammed to the stauncheon; then a bale comes in between the stauncheon and the bale, but is not put quite so far back, so as to fill the outside tier of the front bales and fetch the thing square.

Q. Was that bale standing on the end or lying flat?

A. Lying flat down.

Q. Was it supported below by other bales or did it project over?

A. No, sir; it always leans over the planks a little.

Q. That is the way you always stow it?

A. Yes, sir; they always stow it that way.

Q. What was there about that bale that attracted your particular attention?

A. Because we were fixing to break out the cotton, and the boys were climbing upon it, and I hollooed out at the same time for them not to fling the cotton down.

Q. Had this bale moved at all?

210 A. No, sir; not until he got on the end of it.

Q. You did not notice that it was badly stowed until the fellow got on it?

A. I don't know. I know it was put where it was always put.

Q. Why did you notice the bales in that particular locality and did not notice the rest of the bales?

A. Because when we break in this corner bale we have to haul that bale in.

Q. Is that the only bale of cotton stowed in that way on the boat?

A. There are only two bales stowed in that way.

Q. You did not observe how these men got on the top of the boat?

A. I know they came up on the outside.

Q. Did you see them?

A. I know it.

Q. Did you then climb upon the boat?

A. I know it because there was no stage out, and I know that they climbed up on top of the cotton.

Q. What was the height of that cotton from the wharf?

211 A. It was, I believe, five or six tiers.

Q. It presents a perfectly smooth surface on the outside?

A. No, sir; I can climb up on any boat with cotton on.

Q. These cab-drivers climbed up?

A. Yes, sir; they climbed up every trip.

Q. How many climbed up that day?

A. Well, I did not count them; I don't know how many.

Q. Were you foreman of a gang, or what?

A. I have generally five or six men, and we work together.

Q. You are the foreman of that number?

A. Yes, sir; at least I go with them all the time.

Q. You did not want these men to disturb you in the run of these cotton-bales from the fact that you threw the cotton-seed down?

A. Yes, sir; that is all.

Q. You did not see the cotton-bale in question until it started to fall?

A. Yes, sir.

212 Q. Did you notice anything below? You could not see below from where you were standing?

A. No, sir; not further than they pushed the bale. I could see the people coming up the steps; it was all blocked up.

Q. Some people were coming in?

A. Yes, sir. I noticed all the people coming in on the stage, and the steps were blocked up, and the cab-drivers coming in on the outside.

Q. Why do you stick to the cab-drivers?

A. Because I know it was the cab-drivers; because I hallooed out.

Q. Has anybody spoken to you about this matter?

A. No, sir.

Q. You have not thought of it from that day to this?

A. Not until I heard of the man that came to me last week; he scared me. He came up to me and asked me if I knew a man named Thornton Dean, and I did not give him any answer, because I did not know what it was for.

Q. Did that man frighten you?

213 A. No, sir; but I did not know what he was after.

Q. That man that came to ask you your name, did he tell you what he wanted with you?

A. No, sir; he didn't tell me. He told me he wanted to find out the man.

Q. He did not tell you what he wanted with you?

A. No, sir; he did not.

Q. How did you get notice to come here?

A. Because I was ordered by the mate to come here.

Q. What mate is that?
A. The mate that belongs to the boat.
Q. The mate of the Natchez?
A. Yes, sir.
Q. He told you to come here?
A. Yes, sir.
Q. To do what?
A. He brought us here.
Q. Did he tell you what he wanted you for?
A. He said if we knew anything about that bale falling when Moses Gibbs was on the boat, & I said I did; that I knew all about it, and could tell everything about it.
214 Q. What bale did he refer to?
A. The bale of cotton.
Q. Did he say the bale of cotton that fell on Blissing?
A. I don't know who it fell on.
Q. Did he not tell you?
A. No, sir.
Q. How do recollect this bale of cotton; does not cotton fall off very often?
A. No, sir; because if it did it would kill many a person, but it is stowed in such a way that it cannot be moved.
Q. These cab-drivers, have they any particular marks by which you could identify them?
A. No, sir.
Q. How did you learn that they were cab-drivers?
A. Because they had whips in their hands.
Q. All of them?
A. Well, that man that fell with the bale had a whip in his hands.
Q. How could you get up the cotton with a whip in your hand?
A. Well, I can climb up cotton with a whip in my hand, or
215 with a cotton-hook. A cotton-hook just suits to get up on cotton.
Q. Did you see Blissing taken off the boat?
A. No, sir.
Q. You did not pay attention to it?
A. No, sir.
Q. After these cab-drivers came up how long after that was it that you commenced work?
A. Just as soon as the mate gave the men the tickets. We had not given all the tickets out; we had let out the stage-planks and had just commenced to work.
Q. Was the hurricane-roof covered over with cotton?
A. No, sir; it was not up to the roof, but only to the boiler-deck.
Q. Did it extend then to the roof?
A. No, sir; it did not.

By Mr. SINGLETON:

Q. You just stated that somebody went to you and alarmed you; when was that?
A. That was on the La Belle's freight; he was not a tall man. I think if I saw him again I would know him.
216 Q. What did he say?
A. He said, "I would give you $200 if you show me the man Thomas Dean," and I said to myself, "What does this mean?" and I said, "What do you want with him," and he said, "I want to see him,"

and he said, "You don't know him?" But I did not say anything to him, but walked off from him.

Q. What time was that?

A. The week before last. I was scared, because they had me last summer.

Q. You do not know this man?

A. No, sir; I don't know him. I know he was a small, spare-made man.

Q. Was he a lame man?

A. No, sir; he was not lame at all.

By Mr. COTTON:

Q. This man said he would give $200 to know Thornton Dean?

A. Yes, sir.

Q. Was he a white man?

A. Yes, sir; a white man.

Q. Did you ever see him on the Natchez?

217 A. I never noticed who he was before. I loooked up in his face to see what he would say to me, and I said, "What do you want?" This was on the wharf where we were piling the La Belle's freight.

Q. Did he say anything more to you about the $200?

A. No, sir; I walked right off from him, because I did not know what he was up to.

Q. You did not tell him you were the man?

A. No, sir; I did not.

Q. How came they to find you after that?

A. I don't know how they got my name.

Q. The mate found you?

A. I work on the boat; that is the reason.

Q. Did this man show you any money?

A. No, sir; not a cent.

Q. You were frightened?

A. Well, I did not know what he wanted. People have so many tricks in this country that I do not know what to do. Tom

218 Hastings put me into court last year and kept me in a month and ten days because I would not swear to a lie, and I was as clear as the angels in heaven, but he put me in there because I would not agree with him. That was when the strike was.

By Mr. SINGLETON:

Q. You are a freedman?

A. Yes, sir.

CHARLIE NEWELL, sworn & examined for claimant, says:

By Mr. SINGLETON:

Q. What is your occupation?

A. A laborer on the levee.

Q. You help to discharge vessels?

A. Yes, sir; and help to load up.

Q. Have you been working on the Natchez at any time?

A. Yes, sir; since she was built; only when I was steamboating.

Q. Do you know the witness that was here a while ago, Thornton Dean?

A. Yes, sir; he and I have been working together.

Q. Were you discharging the Natchez two years ago?

A. Yes, sir.

219 Q. You say you have been at her almost every time since she was built?

A. Yes, sir.

Q. Do you know anything of the circumstance of a man getting hurt by the falling of a bale of cotton?

A. Yes, sir.

Q. How long ago is that?

A. I cannot recollect the time now. I recollect it is going on three years.

Q. State what you know about it.

A. The main steps runs up to the boiler-deck, and there is cotton on each side of the steps. Three tiers are laid down and then the bridge-plank is put on, then there are upright pieces put under the bridge-plank which extends to the deck. They pile on the cotton until it gets up six tiers. They had then six tiers underneath the boiler-deck from the floor below. The boat had just landed, and the porter or some one was trying to keep the men from running up the steps.

220 So I was going to help on the boiler-deck, and somebody jumped on the cotton. I think it was a cab-driver, and I remember that the cotton tilted up and fell right down between the steps and the gangway leading to the fire-room on the side of the steps.

Q. Did you see it when it struck the deck?

A. After it struck the deck. I saw it strike a gentleman.

Q. Where were you standing?

A. Right up over it, and at the same time this man, Thornton Dean, hallooed to him that done it. He said, "What are you doing up there throwing that cotton down, now you have crippled somebody."

Q. Were there many of the men trying to get on board?

A. Yes, sir; it looked like a dozen of them, but I did not count them.

Q. They were trying to get on the steamer by going down these tiers of cotton?

A. Yes, sir.

Q. That was the time the bale fell?

221 A. Yes, sir; that bale would never fall if somebody had not jumped on it.

Q. Did any of the crew or laborers of the boat try to get down that way?

A. No, sir; they had no business. When a man is a laborer on a boat and the boat comes in with cotton his place is on the top of it.

Q. How long had the boat been in before this occurred?

A. About half an hour.

Q. How was this cotton stowed? You help to break out loads very frequently; was it like every other such—was it properly stowed?

A. Yes, sir; properly stowed.

Q. The usual way they stow it?

A. Yes, sir.

Q. If these cabmen had not gone down that way, would this bale of cotton fall out?

(Objected to.)

A. No, sir; it would not fall out.

Q. Was that the proper route for the cabmen to go to get on board of the boat?

A. No, sir; it was not; they had no business up there at all.

222 Q. Did they go there with the permission of the officers of the boat, or did the officers try to keep them off?

A. Yes, sir; they tried to keep them off.
Q. Did you ever see the police trying to keep them off?
(Objected to.)
A. Yes, sir.
Q. What was the result? Did they do it?
A. Sometimes they can and sometimes they cannot.
Q. Do you recollect what laborers were there besides you and Thornton Dean?
A. Yes, sir; I do, some.
Q. What are their names?
A. I know one named Rasberry.
Q. Do you know where he is?
A. He is here in the city, I think.
Q. Where does he live?
A. I cannot tell you. I can find him.

Cross-examined by Mr. COTTON:

Q. Where are you living at present?
A. I live on Jackson street.
Q. Whereabouts?
A. 250 Jackson street.
Q. Are you a laborer on the levee?
223 A. Yes, sir.
Q. Or do you run on a boat?
A. I am a laborer, but I have been steamboating a good while.
Q. You always work on the Natchez?
A. I work for anybody, but I generally work on cotton-boats.
Q. How long since this accident happened?
A. I think two years, going on as near as I can recollect.
Q. Did it make any impression on your mind when it occurred?
A. Yes, sir; it did.
Q. In what respect?
A. I was sorry to see such——
Q. Did you see the man that was injured?
A. Yes, sir.
Q. Did you help him ashore?
A. I was away up on the cotton.
Q. Could you see the man from where you stood?
A. Yes, sir; I could look down from the boiler-deck.
Q. How many looked down to see him?
A. I could not tell you.
Q. Did you see anybody else looking down?
224 A. Yes, sir; I did.
Q. How far were you from this bale when it fell?
A. I was on the sixth tier of cotton.
Q. How far from this cotton-bale?
A. I was as far from it as twelve or fifteen feet.
Q. You were standing on which side of the boat?
A. I was standing on the port side.
Q. Standing where you were could you see down the gangway?
A. I could not exactly see down there, but I made a step or two after the bale fell and looked down.
Q. Which side of the boat was the cotton-bale on?
A. On the port side.
Q. The same side that you were?
A. Yes, sir.
Q. What attracted your attention to that bale and its stowage?

A. Fixing the stage up at the inboard side. I was at the outboard side, fixing the stage.

Q. What attracted your attention to it before you saw it move?

225 A. I was up there. I had business up there; my work was there.

Q. Did you notice how it was stowed before it moved?

A. I passed by the bale.

Q. Did you notice it?

A. I did not notice it particularly, but the cotton was stowed as usual.

Q. This particular bale, did you notice it? Was your attention at-attracted to that bale before you saw it fall or did you notice the general stowage of the cotton on the boat?

A. I generally break out the cotton.

Q. Did you notice the general stowage of the cotton on the boat, or did you notice this particular bale?

A. I don't know that I noticed that particular bale any more than I did the rest of them.

Q. You cannot say whether it was badly stowed or not?

A. Well, I ought to be a pretty good judge. I think the cotton was stowed perfect.

Q. Did you notice that this particular bale was properly stowed or not?

A. I did not notice that particular bale, but it was all stowed

226 as usual.

Q. Did you see that this particular bale was stowed properly; you state that your attention was not attracted particularly to this bale of cotton?

A. Yes, sir.

Q. How long had you been on the boat before you saw this bale of cotton move?

A. What drew my attention to this bale of cotton was Thornton Dean hallooing to this man that was trying to get on the boiler-deck to get down; he was hallooing to them to get down, and at that time I looked towards the boiler-deck and saw this man on the bale of cotton, and he had liked to fall himself, but he caught hold of the boiler-deck; if not he would have fallen. That drew my attention to it.

Q. Where was the captain at that time?

A. I don't know. I did not see him.

Where was the mate?

A. Out ashore.

Q. Where was the second mate?

A. I think he was putting out the stern line.

227 Q. Was there any officer on deck when that bale of cotton was thrown down?

A. I don't know that there was.

Q. Did you see any one when the cotton was moved?

A. I cannot say that; that is one thing I did not notice.

Q. Did you see Blessing go on board the boat?

A. No, sir; I did not; I saw a gentleman, but I did not know him.

Q. You did not see him go on board?

A. No, sir.

Q. Had some of the passengers been sent off?

A. Some of them had.

Q. Was the lower staging out at the time he was injured?

A. Yes, sir; one was out and one was on the top of the cotton.

Q. How long were you getting it up?
A. It was still upon the cotton, and they slipped it out.
Q. Who spoke to you about this matter?
228 A. I never had a person to speak to me about it until last week.
Q. Who was that?
A. That was the mate; he told me I was summoned into court.
Q. He was the mate of——
A. Not at that time.
Q. But he is the mate now?
A. Yes, sir.
Q. What did he tell you?
A. He did not tell me a word.
Q. He only wanted you to come here?
A. Yes, sir.
Q. Who brought you here this morning?
A. The mate.
Q. Did he tell you while you came along what you were to testify in this case?
A. No, sir; he never opened his mouth to me.
Q. How did they know you knew anything about this case?
A. Mr. Thornton Dean and I were partners at the time.
Q. How did the mate know you knew anything about this case?
A. I don't know.
Q. You did not tell him?
229 A. No, sir.
Q. You told nobody else?
A. No, sir.
Q. You never had a conversation about it?
A. Only with my partner.
Q. How did you know that these men coming on board were cab-drivers?
A. You can tell a cab-driver from anybody else.
Q. How so?
A. They have always a whip in their hands; some have no whips, but I knew a great many of them myself.
Q. How did they come on the boat?
A. They came on the upper stage and some on the lower stage, and some climbed up on the cotton.
Q. How many were on the boat?
A. I cannot tell you how many.
Q. Were any passengers in front of the boiler-deck?
A. Yes, sir; there were.
Q. Did you notice the passengers at that particular time?
A. No, sir; not more than any person else.
230 Q. The bale fell down from its position and fell on this man?
A. Yes, sir; fell from its proper place.
Q. And fell on this man?
A. Yes, sir.
Q. Was he going out or coming in?
A. I could not tell whether he was going out or coming in; I saw them when they were helping him up.

Examination continued to Friday, April 7, 1876, at 2 p. m.

NEW ORLEANS, *April* 4, 1876.

BLESSING
vs.
ST'R NATCHEZ.

Testimony for claimant resumed.

Present, C. B. Singleton, esq., for claimant; B. Egan, Cotton & Levy, for libellant.

ASBURY WILLIAMS, sworn for claimants, says:

By Mr. SINGLETON:

Q. What is your occupation?

A. I work on steamboats and labor on the levee.

Q. Have you ever been employed on the Natchez?

231 A. I have been only laboring on her, but never run on her.

Q. How many years have you helped to discharge the Natchez?

A. Almost ever since she has been out, off and on at times.

Q. About two years ago, when Mr. Blessing was injured, do you know anything about that?

A. I was on her the time the gentleman got his leg broken. I don't know what time that was. I was laboring there at that time.

Q. How long ago do you understand it to have been?

A. Two years ago—a little more.

Q. Did you notice the man that got hurt?

A. No, sir; I did not pay any attention.

Q. What became of him?

A. Some one carried him out from below, and took him to a carriage or cab.

Q. Where were you standing at the time he got injured?

A. I was on the top of the cotton.

Q. How high was the cotton piled up?

A. Six tier high, to my judgment.

232 Q. How near did it come to the hurricane roof?

A. High enough for a man to put his foot on the railings and spring over; two tiers below the hurricane roof.

Q. Were you up there?

A. Yes, sir.

Q. Had you commenced rolling the cotton off the top?

A. No, sir; they had not rolled off a bale.

Q. How long had the boat been in?

A. Half or a quarter of an hour.

Q. What were you doing up there?

A. When the boat comes in the mate, when he discharges the boat, orders the men to go in two by two to roll the cotton out, or to put out the stage to go to work.

Q. Had you helped to put out the stage?

A. It was not out at that time. They had to launch it out.

Q. Was there anybody up there?

A. A whole lot of young fellows were up there, and cab-drivers; some of them had whips in their hands, running up to speak to

233 the gentlemen about cabs and baggage and such things. There was a whole crowd of them.

Q. Were the gentlemen on the hurricane roof, or where?

A. Some of them sprung up to get there, and some of them were talking to the gentlemen at the railing that they wanted to get their baggage.

Q. Did you see the bale of cotton fall?

A. There was a bale fell? Some one or another, I believe it was this man Thornton Dean, hallooed to them not to climb on the cotton, but the whole crowd jumped on it as he hollooed, and somebody jumped on the bale and did fall down.

Q. Whereabouts did it strike the main-deck?

A. Below, next to the steps.

Q. How many men were about there at that time, when this bale fell from on the top; how many men were there?

A. A whole crowd; there were boys and men together.

Q. What were they trying to do?

234 A. Speaking to the men, if they wanted a wagon or carriage.

Q. Did you notice whether anybody wanted to get through to the boiler-deck below?

A. I did not see any one, but they were speaking to the gentlemen above.

Q. Did you notice how this bale was standing just before it fell?

A. I did not notice how high it was standing.

Q. You know it fell?

A. Yes, sir; some of them jumped on it and it loosed, and Thornton Dean hallooed to them not to crawl on the cotton, and after that somebody hallooed there was a bale fell and crippled somebody; then I saw the gentleman carried out on the wharf.

Q. Did you see it when it struck the floor, or when it was going to fall?

A. I did not see it when it struck, but when it started.

Q. How far were you from the bale when it broke loose; when it started to fall how far were you?

A. As far from it as ten or twelve feet.

235 Q. Were you unloading the boat at that time?

A. No, sir; they had not commenced.

Q. Were these men that crowded around up there, and that caused the bale to fall, belonging to the boat, or were they outsiders?

A. Outsiders.

Q. Cab-drivers?

A. Yes, sir.

Q. Had they talked in that way?

A. Yes, sir.

Q. How do they get up on the boat before the stage is out?

A. They crawl on the plank and climb up; some of these wanted to go upstairs, but they were prevented, and they came alongside and climbed on the cotton—on the top of it.

Q. Did the officers of the boat try to keep these crowds from coming on board—the mates or anybody?

A. I did not see anybody trying to keep them coming on or not, only sometimes the porter keeps them from crowding on the steps.

236 Q. Have you ever seen the policemen try to keep these men from climbing on the boat?

A. Yes, sir.

Q. Did they keep them off, or would they get on notwithstanding the police?

A. Well, they would get on any way; they would crowd in.

Cross-ex. by Mr. EGAN: BRACE

Q. Are you employed on the Natchez now?

A. No, sir.

Q. When were you last employed on her—working on her?
A. I worked on her trip before last.
Q. What work do you do on her?
A. Load and unload her in breaking out the cotton?
Q. You never run on her as a hand?
A. No, sir.
Q. Where do you live?
A. I live on Felicity road, near Freret street.
Q. Have you ever steamboated?
A. Yes, sir; I did.

Q. When did you go on board of the Natchez? What time of
237 the day did the bale fall?

A. Directly after she landed.
Q. What time of the day was that?
A. Between seven and eight o'clock in the morning.
Q. What day of the month was it; do you know?
A. No, sir; I don't know what day of the month it was.
Q. Do you know what month of the year?
A. No, sir.
Q. Do you know whether it was winter or summer?
A. It was winter, I think.
Q. What makes you think it was in the winter?
A. Because it was cold, and they were bringing down big loads of cotton. I don't recollect what day of the month it was.
Q. Were you employed on that occasion to assist in discharging the boat that day?
A. Yes, sir.
Q. Were you employed before the accident?

A. No, sir; after the accident.
238 Q. How long after the accident were you employed?

A. How long after that? A few minutes after that.
Q. Where were you when the accident occurred?
A. I was up on the cotton.
Q. What part of the cotton?
A. On the top of the cotton—the top tier.
Q. What were you doing on the top tier?
A. When a boat lands, the mate who unloads the boat sends the men two by two as partners to launch out the stage, and he gives tickets. Me and my partner were up there ready to launch the stage out, and we were waiting there to get enough men to launch the stage.
Q. Were you hired before you got on the boat, or after?
A. After.
Q. How did you get on the boat?
A. I went up from the outside. I went up the steps, and then went round and came out on the guard. When there is no stage out the men climb up; sometimes they go on the plank.

Q. How did you get on the boat?
239 A. I went up the steps and came round.

Q. Then you went on the staging, the boat had the stage out to the wharf?
A. The stage was on the top of the cotton. We had to launch the stage out.
Q. Then you had planks from the bow of the boat to the wharf?
A. Down on the lower decks.
Q. And you went on to these planks, and got on to the bow of the boat and went up the steps?

A. Yes, sir.
Q. And the steps brought you to the boiler-deck?
A. Yes, sir.
Q. And after you got on the boiler-deck you mounted on the cotton?
A. I got out on the railing and on the cotton.
Q. Did you get out on the cotton forward, or on the side?
A. On the port side.
Q. How far from the bow?
A. Pretty near back to the bar-room.
Q. Was that where you were standing?
240 A. No, sir; I was up on the head; when these people crowded up I went to the head.
Q. Did all the people come on board as you did?
A. I don't know. These hack-drivers climb up the cotton round the stauncheon by the steps.
Q. How could they climb up without hooks?
A. Yes, sir; they can. I can climb up myself on cotton ten tier high.
Q. Did you see any of them climb up on this cotton?
A. After we were at the head, the whole crowd of them were on the cotton, and the porter hallooed to them not to crowd the steps, and they came round on the cotton.
Q. Did you see any of them come up?
A. Yes, sir; a whole lot of boys and men climbed up.
Q. What part of the cotton were they crowding?
A. Right round the steps. The cotton was stowed right round the steps where they were crowding to get up on the boiler-deck.
241 Q. Did you see any bale of cotton displaced?
A. No, sir; I did not.
Q. Did you look to see if there was any displaced?
A. No, sir; I did not notice of that.
Q. How old were these boys that you speak of?
A. That I could not tell how old they were, but they were different sizes; some were men.
Q. Were they colored boys or white?
A. White and colored both.
Q. Did you know any of them?
A. No, sir; I did not.
Q. Whom did you see on this bale before it fell?
A. I did not notice who particular was on it, but it was crowded all round, the same as people giving out tickets, reaching out and talking to the gentleman above.
Q. Where was the bale stowed before it fell?
A. It was on the top tier.
Q. Whereabouts?
A. It was stowed up on the top tier, about the stauncheon.
Q. Which stauncheon?
242 A. The stauncheon on the side of the steps, the port side.
Q. Are you certain it was on the port side of the steps?
A. Yes, sir.
Q. How many stauncheons were there?
A. I never counted them. I don't know exactly how many; there were derricks, at least, instead of stauncheons.
Q. You don't know how many stauncheons there were?
A. No, sir. I never took notice to see how many there were.

Q. Do you know whether the passengers had; left the boat previous to the accident?

A. No, sir. I don't think they all had; some were coming off the roof. I don't know whether they were all off.

Q. If the passengers were off the boat, would there be any crowd on her?

A. No, sir. I don't suppose there would; they all had not left.

Q. You are certain they had left?

A. No, sir; they could not be left, because these men were
243 asking the gentlemen above did they want any hacks or carriages or anything.

By Mr. LEVY:

Q. Do you mean to say that the passengers were on the top of the cotton?

A. No, sir; I do not.

Q. What did these people want to go on the top of this cotton for?

A. The passengers were on the boiler-deck and the hack-drivers could not get up the steps to get baggage or anything, and they were out on the cotton speaking to them; the gentlemen were on the boiler-deck.

Q. Was not the staircase free?

A. No, sir.

Q. Did you not go upstairs?

A. Yes, sir; I was working. I was fixing to work. When they employ a man to work sometimes they can get up no other way, but I suppose they came out on the railings.

Q. You found out how to get up?

A. Yes, sir; they knew me, a working man, from a crowd of boys.

Q. Could not any other man get up as well as you?

244 A. Yes, sir; they did; some men went up there to hoist the stage.

By Mr. EGAN:

Q. How high was the cotton above the boiler-deck guards?

A. It was not above, it was up to the railing of the boiler-deck guards. It was not above the first top railing of the guards.

E. L. ISRAEL, sworn & examined for claimant, says:

By Mr. SINGLETON:

Q. What is your occupation?

A. Discharging clerk.

Q. How long have you been thus engaged?

A. Ten years.

Q. Have you ever had occasion to discharge the Natchez?

A. I have been doing it for three or four years.

Q. Do you recollect the injury that happened to a man on the Natchez two years ago?

A. Yes, sir.

Q. Were you there at the time?

A. Yes, sir. I was discharging the boat.

245 Q. Did you notice anything of the people that rushed on board that trip, or any other trip?

A. Well, they always do.

Q. Who are they that make such a rush on board the boat?

A. Everybody—hack-drivers, baggage-wagon drivers, and indiscrimi-

nate crowd of people generally that have no business there. I generally never go on board until she is landed.

Q. In this case how long was she landed before the accident occurred?

A. I don't know. I don't know when the accident occurred. I was waiting for the stages to come out. I did not hear of it at all.

Q. Did you see him brought out?

A. No, sir.

Q. Did you have occasion to speak about the man being hurt?

A. Yes, sir; I spoke of it at the time. I did not know there was any law-suit about it. I expressed the opinion that it was unfortunate, but if he got on the boat he should be injured.

Q. When freight comes in how is it delivered?

A. It is delivered by me.

Q. Have you the bills of lading?

246 A. I have copies of the bills of lading.

Q. What do you do with them?

A. I file them away.

Q. Who informs people that goods arrive here.

A. I do. If they do not call I send notice.

Q. If a man is known & has goods on board of a vessel, is there any necessity for coming on board to learn about his goods?

A. He could learn it from me just as well as going on the boat?

Q. Are you there all the time?

A. Yes, sir; always.

Q. Did you ever see any effort made to keep this crowd off the boat?

A. Yes, sir; the police are there.

Q. Did they keep them back?

A. I never saw them succeed yet. The police generally stand on the first platform before going up the steps, and the porter above him, but they climb up on the cotton, and get over on the rail.

Q. What do they do that for?

A. They try to get there first, to get a load of passengers.

247 Q. When they climb on the cotton are they near enough to speak to the people on the boiler-deck?

A. Yes, sir; if the cotton is not too high they are within two feet of them.

Q. Do you recollect how high the cotton was piled on that occasion?

A. Yes, sir.

Q. Do they ever get on board that way?

A. Yes, sir; they get on the cotton and then jump from the cotton down to the seed, and from there they can get right on the steps.

Q. Did you notice this man being brought off the boat?

A. I never saw him. I did not know he was hurt until long after the boat was discharging.

Q. When a boat lands how long is it before they get ready to discharge, as a general thing?

A. I suppose half an hour; sometimes three-quarters.

Q. During this time there is generally a great crowd rushing on the boat?

A. All the time.

Q. What classes of people constitute that crowd?

248 A. Working people, baggage-wagon drivers, and cab-drivers. That occurs every time the boat comes in.

Q. Do people come frequently to you to enquire if they have freight on board?

A. Yes, sir. I have a young man stands there. Nobody ever inquires of me about cotton, but sundries; that is, cotton-seed, hides, etc. The young man has the book in his hand. Generally they come by, take up the book, and look for themselves.

Q. There is no necessity for going on board the boat for that purpose?

A. No, sir.

Q. The people generally having goods know of them; the boy is there for that purpose?

A. Well, they never trouble themselves to go on board, but they get it from this book of mine.

Q. How far from the staging, going on board the boat, does he stand?

249 A. Thirty feet.

Q. That is the boy's business to give information?

A. Yes, sir; and deliver packages.

Cross-examined by Mr. EGAN:

Q. Are you still in the employ of the Natchez?

A. Yes, sir.

Q. How long did you say you had been in her employ?

A. I think about four years.

Q. When you speak of the general custom, you mean what you have seen occur. You do not say it occurred on this particular occasion?

A. I mean the general custom.

Q. On this occasion you don't know whether there was any crowd coming on board the boat from the levee?

A. Well, I did not notice it any more particularly on that occasion, or as I did yesterday, or last Friday.

250 Q. Do you know what hour the boat arrived?

A. I think that morning she got here at seven or eight o'clock; I don't recollect distinctly.

Q. Do you remember the trip or month?

A. I don't recollect the trip or month either.

Q. You did not see the accident; your only knowledge of it is derived from the statements made you by others of the occurrence?

A. I never heard a statement at all.

Q. You heard of it after it had occurred?

A. I did, but it did not impress me at all. A week after I had forgotten pretty nearly all about it.

Q. Were you on the levee at the time the boat landed, or did you come there after it had landed?

A. I was standing on the levee. My usual custom is to stand

251 there. I go there at five o'clock in the morning and stay there until she gets in, but I generally wait until she gets landed & the stages out before I go on board.

Q. You attend to the discharge of the freight, & deliver it finally?

A. Yes, sir.

Q. When you were attending to these duties you could not very well answer the questions of parties that might call upon you?

A. That is the reason I kept this employee to do nothing else.

Q. How long have you had that employee?

A. About eight years, I think. I kept him all the year.

Q. What is his name?

A. George Hoeff.

Q. Was he present on the occasion referred to?

A. Yes, sir; because he was present on all occasions when boats land. I know he has not been sick, unless once during the summer, and this time was winter.

252 Q. He had nothing to do but answer questions?

A. Answer questions and deliver little packages that I could not attend to.

Q. Do you know whether that is understood by the people?

A. I think it is; very few people go to the boat; if they go to the office making inquiries, after the boat is landed, they send them from the office to me.

Q. Is not a manifest hung in the hall of the boat?

A. Yes, sir.

Q. And a person going upstairs into the cabin could get any information he required from an examination of this manifest, with regard to the freight?

A. No, sir; not always. He could not find out the marks of his cotton, and he could not find out whether he had any sundries, boxes, hides, or anything of that kind, because they just put on it "sundries to order."

253 Q. But if he had cotton-seed he could find the number of sacks?

A. Well, I think they put them down now on the manifest to the oil companies that they are for. I never looked at the manifest and don't know how it was at that time.

Q. A person could look at the manifest and see what cotton-seed came?

A. He could, if it was on there.

Q. Does it not frequently occur that merchants having freight by the boat go on her when she lands?

A. Well, I cannot tell anything about what merchants think.

Q. I want to know whether it frequently occurs that they do so?

A. Most frequently they come to me. I can speak for those that come to me, but I don't know who goes on board the boat. Now whether they have been on board the boat before or not I can-

254 not tell, but they generally come to me; whether that is the first inquiry or the last I don't know.

By Mr. LEVY:

Q. Where is your position when the boat lands?

A. Right on the levee.

Q. You never go on board of her after she lands?

A. Well, very seldom.

Q. You do sometimes?

A. This young man generally goes on board the boat and gets the books and brings them out.

Q. This young man waits partly on you and partly upon the public. You don't mean to say that he stands on the levee all the time?

A. He goes on board the boat at meal-times, and also if you come there for a package, and that package is in the locker, he gets the key and brings it out. If it is not a small package he gets the mate to deliver it.

Q. Then, his duty is giving information and delivering packages?

255 A. Yes, sir.

Q. While he is not giving information he is not there?

A. I am there.

Q. When he is on the boat who gives the information?

A. I do. I generally stop the trucks to refer to them and give information.

Q. How long had the boat been in port before you heard of this accident?

A. A good while.

Q. How many hours?

A. I don't recollect.

Q. A day?

A. No, sir; I think I heard of it some time during the day.

Q. You say you paid no attention to it, because if the man had not gone on the boat he would not be hurt?

A. Yes, sir; that is what I think. I was not concerned about it because I had annoyance by them—parties crowding in. That is the reason I did not go. You are always liable to get jerked overboard.

256 Q. Who told you of it? You heard it from somebody?

A. Well, one of the clerks or the mates might tell me of it. I don't know the gentleman's name.

Q. You don't know whether it was long or short after the boat got into port?

A. No, sir.

Q. Where is this young man? Is he still engaged on the boat?

A. He never was engaged on the boat.

Q. But the young man you had stationed on the levee to give information to the public about the sundries?

A. Yes, sir; I employed him up to last Friday, and last Friday I discharged him and got another one in his place to do the same. I discharged him for neglecting his duties.

By Mr. SINGLETON:

Q. About how many oil-mills are there in the city?

A. I think four.

257 Q. Is it or not a fact that the seed consigned to these oil-mills were put on the manifest, if they are put on at all, to the mills that they are consigned to?

A. Yes, sir.

Q. But the manifest does not show who sent them to them at all?

A. No, sir.

Q. Nor the time they were put on board?

A. No, sir; that is the reason they enquire of my books; my books tell the landings; not the parties, but the number of sacks came from such a landing.

Q. The manifest does not show anything but the number of sacks consigned to each mill?

A. Yes, sir.

By Mr. LEVY:

Q. You do not personally know this man that was hurt?

258 A. I never saw him. I don't know his name even. I never saw him to my recollection, and I don't think I ever had any cotton-seed for him either.

ANTHONY JOHNSON, sworn & examined for claimant, says:

By Mr. SINGLETON:

Q. What is your occupation?

A. A regular laborer on the levee.

Q. You help to discharge steamboats?

A. Yes, sir.

Q. Have you ever discharged the Natchez?

A. Yes, sir; I have.

Q. How long have you been discharging her?

A. Off and on for about four or five years.

Q. Do you recollect an accident that occurred there two years ago of a man getting his ankle or leg broken?

A. Yes, sir.

Q. Where were you at the time?

A. I was up on board the boat on the cotton.

Q. Had they discharged any at that time?

A. They had not.

259 Q. What were you doing up there?

A. My reason for being up there was because I was employed the trip before by the mate, who was at that time on board the boat, and every time the boat came in four or five of us, as we are not with the others, generally came on board to get work from him, and I went there that time to get employment.

Q. You had not commenced discharging at that time?

A. No, sir.

Q. Was there anybody on this cotton with you?

A. I was there myself, and the man that works with me, Asberry Williams; it takes two men at a bale of cotton.

Q. Do you recollect any other men?

A. Yes, sir; one was Charlie Newell, & Thornton Dean.

Q. Were there any other people up there?

A. At that time we had the line of the boat made fast. We go up by the steps, to be on the top of the cotton, to get ready to

260 make it convenient for the people to go to work and persons to come on board, and there comes a lot of people climbing up the sides of this cotton—cabmen, wagon-drivers, and so on—some fifteen or twenty of them.

Q. What were they doing?

A. As soon as the boat lands they catch hold of the cotton and climb up—fifteen or sixteen bales. Then they get on the boiler-deck to get chances; if they can get nobody to go with them they stop there; if they can get anybody to go with them they go.

Q. When they get on the boat, on top of this cotton, how near are they to the boiler-deck?

A. You may say three bales from the outer edge of the boat into the railings.

Q. Could they converse with the passengers standing on the boiler-deck?

A. Yes, sir.

Q. They are there seeking to get employment—passengers, baggage, or anything of that kind?

A. Yes, sir.

261 Q. Did you notice a bale on that occasion fall from the top?

A. Yes, sir; but the time I saw anything about this bale was when it was down below. I did not see it when it was thrown from the

top, but when these men got up there, on board of the boat, this man, Thornton Dean, hallooed to these people; that was the time I saw it.

Q. What did he say?

A. He said, "Get off that cotton; what are you doing up there?" And five minutes from that time, as I was coming from the starboard side of the boat, where I was standing, I saw them taking up the man that was injured, and going ashore with him.

Q. Do I understand you to say that you saw the bale when it started, or that you did not see it until it struck the main-deck?

A. When I saw it it struck on the main-deck. It was falling before I saw it. It was down before I saw it, but I heard the people making an excitement, and I came over and looked, and I saw them taking
262 the man up and bringing him ashore. I was standing on the starboard side, and saw it on the port.

Q. Whereabouts was the bale on the main-deck? How far from the steps?

A. Between the two stancheons.

Q. And it was near the port stancheon?

A. Yes, sir; right there.

Q. Who were these men that were crowding around there where the bale fell?

A. Nobody but hack-drivers and wagon-drivers.

Q. Were the roustabouts up there at that time?

A. No, sir; they were getting the lines ashore; that is, making fast inside to the bilts and cavil. I was one of these men myself.

Cross-examined by Mr. EGAN:

Q. Are you employed on the boat now?

A. No, sir.

Q. How long were you employed on her?

A. I was employed on her, off and on, for a couple of years
263 from the time Mr. Gibbs was on board. If I was there in time I could get a day's work; otherwise I could not.

Q. What employment did you have on the boat?

A. We call ourselves stevedores when we receive freight, and when we are discharging the boat we are the men who truck out the cotton.

Q. Did you run on her?

A. No, sir.

Q. Do you recollect what time she arrived the day of the accident?

A. She arrived here in the morning between seven & eight o'clock. I think about that time.

Q. How long had she been landed when the accident occurred?

A. From the time we put out our first line and the head-line chain swung it was half an hour.

Q. Had you the stage out?

A. No, sir; we had not the stage out at all. I got on board the boat as soon as she struck; they run a plank out in order that the men might come out and carry the lines—the men belonging to the boat.

264 Q. Did you go on the boiler-deck?

A. Yes, sir; up the steps.

Q. Were you employed then?

A. Yes, sir.

Q. You went up before you were employed. Did you notice how the cotton was piled?

A. Yes, sir.

Q. Did you see any bale out of the way?
A. No, sir.
Q. Did you get on to the cotton?
A. I did. I goes right up the steps and goes on the starboard, and comes out at the head of the boat, across where we were at to go to work and arrange our stages.
Q. Do you know where this bale fell from?
A. From the port side of the boat.
Q. Do you know whether the passengers had gone away before you came on board?
A. No, sir; I did not see that. I don't know whether the passengers had left the boat or not, or whether there was a small or a large number there. The boat, for their convenience to get out, had a
265 plank out, and we had a plank for ourselves to get out, one plank.
Q. Where were you when the bale fell?
A. On the outside part of the boat, on the river side.
Q. You were on the starboard side?
A. Yes, sir.
Q. That was the side that was furtherst from the wharf?
A. Yes, sir; the starboard was.
Q. Were you on the lower or upper deck?
A. On the top of the cotton.
Q. How far were you back from the bow?
A. I was just against the nosing of the boat; that is, the boiler-deck. When you get on the boiler-deck you are on top of the cotton.
Q. How far were you from the bale that fell?
A. About twenty feet right across to the point.
Q. What were you doing there?
A. I was there, so were all of us, getting in readiness, as soon as the mate got the men that he wanted, to get the stage out.
Q. You did not see this bale fall?
266 A. No, sir; I heard the men make a noise about the accident, and right from there I looked and saw the men taking him ashore. You can see from one side down to the hatchway to the head of the boat.
Q. You did not see him when the cotton was lying on top of him?
A. No, sir.
Q. You could not see him?
A. I did not see him. They had started with him at the time taking him away.

By Mr. LEVY:

Q. How many stevedores were up there at the time?
A. Four of us. There were six; four of us were forward, and two aft to get out the stern line.
Q. Where was the staging?
A. Lying right across her head; the staging was lying right across her head.
Q. Did you not have hold of the staging?
A. No, sir; nobody had hold of it at all.

By Mr. EGAN:

Q Do you know Ashberry Williams, the last witness?
A. Yes, sir.
Q. Is he a stevedore, also?

A. Yes, sir; a partner of mine.
Q. You took the contract to discharge the boat, did you not?
A. No, sir.
Q. Were you only employed as laborers?
A. Yes, sir; laborers.
Q. How much a day?
A. At that time we had sometimes two and a half or three dollars.
Q. Does it take more stevedores to discharge than six?
A. Yes, sir; we are called stevedores because the freight is taken on by us. The mate sends us to take on the freight without injuring it. If there is any damage to freight we all take hold of it and carry it on. That is the reason we are called stevedores.
Q. You are paid more than the ordinary men?
A. No, sir; two dollars a day or three, only that I have an opportunity of getting work before another man that is not near.

By Mr. LEVY:

Q. How long after she got into port were you hired?
268 A. All the morning we did not go to work; we were waiting for the boat to arrive.
Q. Had you been hired when you were on the top of the cotton?
A. Yes, sir; we expected to go to work, and we did.
Q. Had anybody spoken to you to employ you?
A. We worked the trip before that.
Q. But had you been employed to work on that boat when you went on top of the cotton?
A. Yes, sir; that day.
Q. How long after the accident happened were you employed?
A. It happened about half an hour afterwards.
Q. Then you were half an hour on the top of that cotton before this thing occurred?
A. No, sir; I do not say that. I say this: When we got the lines out we had them cut, and after having the plank out half an hour this thing occurred. It was put out by the men employed on the boat.
Q. The boat had plenty of men?
A. Yes, sir.
Q. Why were these men not on the cotton with you?
269 A. Because we were men employed to put off the freight. The other men were men that came down with the boat, and after making fast the boat here in town we go on board to work.
Q. You had not touched the staging before this thing occurred?
A. No, sir.
Q. What were you doing up there half an hour, or how long were you up there before this occurred?
A. No, sir.
Q. What were you doing up there half an hour, or how long were you up there before this occurred?
A. After we got the lines out?
Q. How long were you up there before you noticed that bale fall?
A. In half an hour's time after the boat was here—that is what I understand—that this accident occurred. I did not see when the bale fell on him, but I saw when the man was taken out and I saw the bale where it fell on the deck.
Q. What were you doing just before that?
A. Waiting for the mate to send his men up that he was going
270 to employ to discharge the boat. After they would come up we would turn the cotton and bring it ashore.

Q. Why did you and your partner not get to work?
A. No, sir; two men could not start the cotton unless they had the stage-planks arranged first, before starting the cotton.
Q. Where was Williams standing?
A. About from here to the end of the desk (three feet).
Q. Were you standing together?
A. Yes, sir; we were both together when I saw them taking the man away.

By Mr. EGAN:

Q. Were you on the port side of the boat?
A. No, sir; I was on the other side; that is, on the guard from this side.
Q. How do you know what occurred from this side?
A. Because I saw where the bale went from. If you see the place where the bale is not in its place you can tell.
Q. Was Williams on the starboard side?
271 A. All the four of us were together, waiting for the men to come up.
Q. Who were the other two?
A. A man by the name of Thornton Deau and Charlie Newell. We have been working together for years.
Q. Who was near the bale when it fell?
A. I cannot say. I did not see anybody, only when Thornton Deau hallooed to these men when the bale fell.
Q. Where was he?
A. He was standing on the cotton.

Adjourned to Friday, Ap'l 15, 1876, at 6 p. m.

NEW ORLEANS, *Ap'l* 14, 1876.

BLESSING *vs.* ST'R NATCHEZ.

Testimony for claimant resumed. Proctors present.

THOMAS P. LEATHERS, sworn and examined for claimant, says:

By Mr. SINGLETON:

Q. What is your occupation?
272 A. A steamboatman.
Q. What position have you occupied for the last few years on steamboats?
A. Captain.
Q. What vessel?
A. The Natchez.
Q. How long have you been commanding steamers?
A. Thirty-five years.
Q. In this lower trade?
A. Yes, sir; altogether in this lower trade; very seldom above.
Q. Do you recollect about this man Blessing being hurt on your boat?
A. Yes, sir. I recollect the circumstances at the time it was said there was a man named Blessing hurt, but I do not know him and never saw him.
Q. Were you present at the time?

A. Yes, sir.

Q. State what you saw.

A. I had been absent off my boat some three or more trips, suffering from my carbuncle, and that morning I got a dispatch saying that the boat would be in about seven or eight o'clock with a good trip.

273 So I went down and was sitting at Comry's corner when the boat landed. She landed and the passengers went out. I walked over. I had to be supported by my servant, and when I went over I was helped on board, and was then helped up by the porter and my servant, and at the head of the steps I was met by some friends of the crew and stopped to shake hands with them. Then I heard a noise below, and I looked down right by the stauncheon forward of the stairs, and there was a bale of cotton at the edge of the stairs in the act of falling down; what threw it down I don't know; and I saw the leg of a man about as high as the knee, and the bale fell apparently against the calf or the ankle of the man's foot. And I told the young man who stood by me to go down and see if this man was hurt, and he came back and reported the man was in a cab and taken off, and I heard afterwards it was Blessing who had his ankle hurt.

Q. How long had the boat been landed?

274 A. I waited until she got landed before I went across. I reckon she was landed fifteen or twenty minutes. They had got the lines out—the stern line out. I met the mail-agent with his mail. They had sent it ashore and put it into the car, and I shook hands with him. I saw all the passengers come off. They were pretty nearly all off when I went there. The mate was on shore.

Q. Do you know if this man Blessing had any freight or property on board at the time?

A. No, sir. I asked, furthermore, if he ever had any, and if he was known on board, and he never had any freight on board, and was not known there.

(Mr. Egan objects to such statements as the result of witness' inquiry.)

Q. Will the books show that he never had any freight on board?

A. He is not on the books as a passenger or as having freight.

(Mr. Egan objects to what the books show.)

275 Q. What is the difficulty when boats land at New Orleans as to keeping the crowds off the boat?

A. Well, it has been impossible; so much so that until last year I had employed as many as three policemen, and paid them five dollars a day to come to the boat—the day police on the levee—as soon as she landed, and keep the crowd off the boat, but it was impossible.

Q. How long have you been employing policemen?

A. Pretty much since the war.

Q. Did you have police engaged at this time in keeping the crowd off the boat?

A. Yes, sir; three of them, at five dollars each, to come and keep the crowd off. This crowd consists of all the scamps about—hackmen, trunk-carriers, and idle people, who rush on board of the boat without business; where from I don't know, but they come on board of the boat. It is universally the case that we cannot keep the crowd off. It keeps us longer to get in the line of business after we come in; sometimes it takes half an hour to get a crew to go to work, for they crowd

276 the gangway and fill up under, or go up the sides of the cotton, or get above some way.

Q. Do they crawl down and get to the stairs?

A. Yes, sir; after they crawl on board they go down the stairway.

Q. You did not notice where this cotton fell from—you did not see it?

A. If it tumbled down at all, it could not be more than one or two tier of cotton; but when I saw the bale it was on the deck standing on its end, falling.

Q. But you don't know where it came from?

A. No, sir. I thought at the time it was standing on its end that somebody kicked it down when they were passing.

Q. But you say it was in the act of falling down?

A. Yes, sir; I thought so.

(Mr. Egan objects to what the witness thought.)

Q. Is there any other fact that you would wish to state about the matter?

277 A. No, sir; I don't know anything more than I told you. My attention was drawn to a noise below of some kind, and looked down. There is a bridge-plank under which the people pass, and the cotton from above hit the man as he was coming in; so that I could only see the foot of the man when the bale fell. There are three gangways through the opening over which we put the cotton. One is five and a half or six feet wide; then there is another about five feet wide to roll on the cotton-stage, which makes the whole gangway divided fourteen or fifteen feet wide.

Q. Is there any necessity for any one having freight on board your vessel to rush on to look after it?

A. Not that I know. There is no man who has a consignment that wants to know anything about but can do so from the two clerks employed on the levee to give all the information wanted.

Q. Is it dangerous from these crowds rushing on this boat knocking the freight down?

278 A. Yes, sir; I had my own foot broken in 1840 by a bale falling on me, by the crowd rushing in, men that had no business. I had my foot broken, and was lame for two years.

Q. Is it prudent for a man to rush on a boat under these circumstances?

A. I should not think it was. I should think a man has no business going on board if he has no business, and then he should look out for danger.

Cross-examined by Mr. EGAN:

Q. Who was master of the Natchez at the time of the accident?

A. The mate, I think.

Q. What is his name?

A. Moses Gibbs. I don't think Mr. Panley had got down—a partner of mine. I don't think he did. I think Gibbs was in charge of the boat. The second officer generally takes command when the captain is off, unless the captain details or gets somebody else to do it.

Q. Is he a licensed captain?

A. Yes, sir.

279 Q. How long after the boat had been landed was it before you got on board of her?

A. I should think it was fifteen or twenty minutes. I walked across the levee after she landed.

Q. Had the passengers come off?

A. A great many had come off. Some of them were on the boat, and had not come off.

Q. Was there a stage-plank out or was there an ordinary plank?

A. There was one out below. The staging was out on the main-deck, but nothing out on the cotton.

Q. Was there any difficulty in getting upon the bow of the Natchez, and on the lower deck, and proceeding up-stairs?

A. None for me.

Q. There was, I mean, no trouble or difficulty; there was nothing in the way?

A. No, sir; nothing for a man that had business there.

Q. She landed right against the wharf?

A. Yes, sir; and put the planks out.

Q. I suppose the nosing of her guards touched the wharf?

A. Yes, sir.

280 Q. How long had you been on the boat before the accident occurred?

A. I don't think it was more than two or three minutes. I just got up to the head of the stairs, & had not gone into the cabin.

Q. What part of the boat were you on when it occurred?

A. Right at the head of the stairway. I was leaning on the head of the stairway.

Q. Which way were you looking?

A. I was conversing with some friends with me, until I heard the noise below, and I looked below and saw the bale of cotton.

Q. Which stairs did you go up?

A. I came up the port side and stood at the head of the stairway. It was in the port gangway that the man was hurt.

Q. You were standing at the head of the port stairway?

A. Yes, sir. I looked down and I could see but a small space. The stairway is open, but you could see the main-deck, but a very small portion of it.

281 Q. You could only see the foot of the starboard?

A. Yes, sir.

Q. Do you know whether this man was ascending the port or the starboard stairway?

A. He could not but get on one side. This stair is only five and a half feet wide. He was coming to the stairway. He was on the port side—the side next to the cotton. He was coming into the stairway, apparently. I only seen his leg when the cotton-bale struck him.

Q. Did you see the cotton-bale falling, or did you only see it after it struck?

A. I saw it before it struck him. I saw it on the deck on the end falling, and as it was falling I saw the man come up with his foot to it, and the bale of cotton fell with the head of it against his foot, and he jammed his foot. I thought the man was hurt, and I sent down a man to see if it was so, and he ran down stairs, but somebody came before he could get there, and got him into a cab and drove him off. He told me the man was not much hurt.

282 Q. Then the bale had rested on the lower deck when you saw it?

A. The bale had gone over, and I heard the noise below of something. I don't know what called my attention, and I looked round; it was falling, and his foot came up to it. I did not see anything but the foot of the man.

Q. Do you know whether it did not fall from the upper tier to the main-deck?

A. It was impossible to do that, because of the bridge-plank. The

bridge over the third or fourth tier and run up four tier over it, making eight tier up to the boiler-deck.

Q. How many tier had she on this trip?

A. She could not have had more than eight tier forward.

Q. How high would that reach?

A. Up to the boiler-deck rail.

Q. To the top of the rail?

A. Only about the top of the rail—near about it—just a little above the deck.

Q. What is the distance from the lower deck to the top of the rail?

A. About nineteen feet.

283 Q. What is the width of a bale of cotton as usually baled?

A. About three by five feet, five feet long and three feet wide.

Q. Three feet wide?

A. Yes, sir.

Q. But you do not pile them on the extreme width end of the bale, you pile them on the flat?

A. Yes, sir.

Q. How thick is that?

A. Two feet or twenty-six inches.

Q. Did you hear anybody give warning that there was a bale of cotton up there that was going to fall?

A. No, sir.

Q. Had you any policemen employed that trip?

A. Yes, sir.

Q. What is the object of the policemen there?

A. Just to keep the rats off her, nothing else in the world.

Q. You permit laborers to go on board and seek employment?

A. Not until they are shipped. That is what we keep the police there for, to keep the crowd from rushing on board.

284 Q. Where do you ship the laborers that you use to discharge the cargo?

A. The mate sends them from below. We pay off the crew when we land here and have nobody. Then we employ men to discharge the boat, very often by contract; it is generally so since the war. The contractor comes and agrees to put the cotton off for so much, and the cotton-seed—they take it by contract and discharge it; that is the way boats do it now, generally by contract.

Q. Then these men whom you employ to discharge your cotton employ the laborers necessary to carry out the contract?

A. Yes, sir.

Q. Then he brings the laborers on board?

A. Yes, sir; as he pleases.

Q. Who was your discharging man that trip?

A. I don't know. I had not been to the boat for two or three months. I had been sick.

Q. Who is the man you usually employed to do it, or did you do it yourselves?

285 A. We did not do it all the time, we sometimes do it ourselves or give it out by contract. I believe the Rob't E. Lee contracts by the season. Sometimes our own men discharge the boat.

Q. You said there were three gangways.

A. Always; there is one on each side of the steps to carry in coal, to roll cotton or seed into the hatch, or to go to the fire-room. There is a gangway on each side of the steps to go to the fire-room.

Q. You could not go to the boiler-deck by that?

A. No, sir.
Q. There was but one gangway to go to the boiler-deck.
A. Yes, sir.
Q. That is, you say, five feet wide?
A. Five and a half.
Q. How many high?
A. Seventeen feet on my boat.
Q. Seven or eight feet?
A. No, sir; the stairway is seventeen feet up.
Q. But is this gangway seventeen feet high?
A. The stairway is seventeen feet before you get on the boiler-deck.
Q. I mean under the bridge-plank.
286 A. Seven or eight feet high—four bales of cotton. Then it is covered with thick heavy plank. After the fourth tier up we covered it with plank to stow the cotton on. Then if we got so much cotton above as to spring the bridge-plank, we shove it up with stauncheons to hold it up.
Q. Were any other boats lying at the landing at that time?
A. Yes, sir; there were always some, but I do not recollect them.
Q. Was there any of them necessarily landed against you?
A. No, sir.
Q. You had a free place at the wharf?
A. We always had a place there at the corner.
Q. You never had any interference by shoving other boats out of the way?
A. No, sir; hardly ever. It is a landing set apart, and boats generally do not want to land there; sometimes they do edge in.

By Mr. SINGLETON:

Q. These officers employed to keep this rabble off, do not your own force occasionally do it?
A. We always keep our porter there.
287 Q. They are stationed sometimes on the main-decks below and where else?
A. Yes, sir; all over.
Q. You don't know whether they were down on the main-deck below, keeping off this rabble at the time, or not?
A. I don't know. I think some of them were in the stairway.
Q. Keeping off the rabble?
A. Yes, sir; you have to keep them there.

Note of evidence.—Filed November 2, 1876.

H. C. BLESSING *vs.* ST'R NATCHEZ. } 10371.

It is agreed by counsel that the testimony taken on behalf of both sides and on file be considered in evidence without any formal offering of the same.

Hearing and submission.—Extract from minutes of Nov. 2, 1876.

H. C. BLESSING *vs.* ST'R NATCHEZ. } 10371.

288 This cause was called for trial, B. Egan & Cotton & Levi for

libellant; Singleton & Browne for respondent. And after hearing the pleadings, evidence, and argument, the court took time to advise, two weeks being allowed respondent to furnish further evidence.

Judgment and reference.—Extracts from the minutes of January 9th, 1877.

H. C. BLESSING
vs.
STEAMER NATCHEZ. } No. 10371.

This cause came on to be heard upon the pleadings and proofs, and was argued by counsel.

On consideration whereof, for reasons assigned by the court in writing, it is adjudged and decreed that the libellant is entitled to recover from the respondents, Thos. P. Leathers and Mary W. Meeha, wife of Anthony Panly, in personam, as owners of the steamboat Natchez, damages for the injuries received by him on board said steam-
289 boat; and it is referred to Comm'r Devonshire to state the facts, either as they appear in the testimony already in the record, or as the parties may desire to present them by any additional evidence, which he must state succinctly, showing all the circumstances which would have a bearing upon the determination of the question as to how much damages the libellant is entitled to recover.

Testimony for libellant.—Filed March 12, 1877.

United States district court, district of Louisiana.

H. C. BLESSING
vs.
ST'R NATCHEZ. } 10371.

Testimony taken on behalf of libellant under order of reference before John Devonshire, United States commissioner, this 5th day of February, 1877.

Present, B. Egan for libellant, C. B. Singleton, esq., for claimant.

B. A. PARKER, sworn & examined for libellant, says:

290 To Mr. EGAN:

My age is forty-eight years. My business is that of an insurance agent. I have been engaged in that business eleven years, in life and fire insurance both. I represent five offices. I have been doing business during that time in Natchez, Miss., and New Orleans. I have been in New Orleans over six years. Blessing's expectation of life would be $28\frac{72}{100}$. I base that calculation upon the different tables of mortality; it is based upon the mortality of a thousand lives or ten thousand. I suppose that applies as much to this climate as to others. In regard to mortality, I find that in New Orleans the mortality is not greater than in any other city in the country. In the country in the South the mortality is much greater. The difference between the city and the country I could hardly approximate. The difference is so much greater that we do not take country risks without they are extraordinary good risks. The mortality of those in agricultural pursuits is not greater than the city, but they have not the same facil-
291 ities for medical attendance as in the city, and often die without

medical attendance. We occasionally take country risks. If we take them at all, we take them at the same rates as in the city. These tables of the expectation of life have been in existence I do not know how long. I recollect it 11 years, that is when I first got into the business. From my experience as an insurance man, I cannot say that I find the rules to be correct. I have not enough experience to know it. My testimony is based upon the rules as laid down in the mortality tables of the life insurance companies. I don't know that it is the mortality tables of the life insurance companies, but it is upon them that their calculations are based, and they are adopted by my companies. There it is very little variation in the tables of the different companies. I think the cotton-seed season in New Orleans is less than six months, although there is seed obtained all the year. I cannot say how
292 much less it is than six months. I would not suppose that the business season was more than five months.

Cross-examined by Mr. SINGLETON:

Many of the Eastern insurance companies charge more for lives in the South than for any portion of the United States. This is not confined to all companies, because all the companies do not sometimes do business here. I was told the Mutual Life Insurance Company has discontinued their business in the South on account of the mortality. Northern companies have raised their rates on Southern mortality. These expectation tables merely give the time that a man might live, but I took him at the age of thirty-eight to live $28\frac{72}{100}$. That does not include the time that he should be active. I don't know that a man would have to be under attendants within ten or fifteen years of the time calculated in the tables. The table is not made up of the time calculated that a man might discharge active duties. My ob-
293 servation in the South where men are engaged in active life; in the country I have not seen many die over sixty-two years. As a general thing, I should suppose that they had past the prime of life, and of course were not as efficient as before that time. I have seen some men do active business after sixty years of age in the South, but I cannot tell what proportion. After a man in the South attains the age of 65 years, as a general thing, many of them are an incumbrance to their friends and family *and* have to support and take care of them. I don't know anything about this man Blessing. I don't know how many men over sixty-five years of age are incumbrances on their families. I have better facilities for knowing than any other man. Our tables run to 65 and after that I do not care to take the risk. A great many companies do not take a risk after sixty. In my company we take up to sixty-five. The proportion of companies that refuse to take after sixty
294 would be guesswork on my part. If I had an opportunity of looking at the different books I could tell you. I would not like to say that one-half the companies refuse to take risks over sixty. I could look at the tables that I have and see. I will say this much, to obviate the necessity of any further examination, that from my experience I have not had any paying risks above sixty. The rates are higher, but they are not paying risks. We would much prefer to take a man under sixty than over sixty, although the rates are higher.

To Mr. EGAN:

I would not state positively that we would not take a risk after sixty; an exceptional risk might be taken by the company over sixty-five, when the applicant was a very fine subject. When I say that my company does not take a risk over sixty-five, I do not mean to say that

a man will not live after that age. I mean we do not wish to take the risk, because he cannot by any possibility live a great time
295 after it, and we have the amount of the policy to pay when he dies. The rate for a man of forty-five would be three times as much as it would be on a man of forty. My calculation on the life of a healthy man after sixty-five years of age would be $10\frac{97}{100}$, but then at eighty-five he still has the expectation of living $3\frac{36}{100}$ years. These tables represent the English mortality, and are not made according to the table mortality of the South, but they are made use of here.

(Mr. Egan offers in evidence the tables of the expectation of life, at page 58 of the English mortality.)

Q. You say for risks taken on lives in the country you charge higher rates?

A. No, sir; when we take them at all we take them at the same rate, but we do not take them as a general thing.

Q. The testimony shows that Blessing was a man engaged in the cotton-seed business, as agent for other companies, and that would necessitate him to travel about the country buying up seed.
296 Now if he applied to you for insurance, he not having a residence in the city, would you charge him a higher rate?

A. No, sir; if we took him at all, we would not charge him higher.

Q. Would you make any difference where a man has all his limbs or has lost one?

A. No, sir.

By Mr. SINGLETON:

Q. In travelling over the country in all sorts of places, plantations, and farms, sometimes on horseback, sometimes in a buggy, and sometimes afoot, is he not exposed to miasma and other causes deleterious to health than a man in the city would be or a man on a plantation at his employment?

A. Well, I would not be prepared to say.

Dr. SAMUEL CHOPPIN, sworn on behalf of libellant, says:

I was examined in this case as a witness. I performed the
297 amputation. I took off his leg above the ankle, midway between the knee and the ankle. I don't recollect the exact place, but I cut it as near the ankle as would insure success. The man seemed to be in very good condition, stout and robust. I had never seen him before. I saw no indication of his being affected by disease, or any symptoms that would result in disease. I tried to save the limb for a few days; but, finding that was not possible, I amputated it. I was in attendance on him for a couple of months or more, from the date of the accident until he left the Waverly Hotel, where I first saw him. If he was subject or threatened with any disease I would have known it; that is, consumption or other pulmonary disease. I thought him a strong, robust, healthy man. Nothing else attracted my attention during the whole course of my treatment of him. He got over the operation as well as men usually do. I don't know that I have seen him since.

Cross-ex.:

I cut the l g off as near the ankle as I could with safety, so as
298 to give him as much limb as possible to handle an artificial limb. The longer the stump the better for that purpose. When a man passes through the ordeal of losing a limb, the fact that he loses it does

not shorten his life. It may increase the chances of accident, but the man get stronger, because the body is better nourished. I was born in this country. I have been outside the city a great deal. I don't believe that a man that lives by his own physical exertion, either in the city or country, is generally of not much account after he reaches sixty, with some exceptions. I would say that the general average of healthy men, physically able to, would in this country be as great as in any other country. There was nothing in this man by which I could judge that he would not be strong and sound at sixty; but I have seen men at forty fully developed take heart-disease at forty-five and die. You cannot tell what a man will be at sixty; he may be a hearty man at forty and die of consumption at sixty.

299 Q. What time do men retire and live upon their children?

A. Sometimes they do not retire at all. I don't think there is anything in this climate to prevent a man working after sixty, if he is sound. A man like Blessing, so far as regards his health, there is nothing to prevent him riding about the country as well as any other man, except it would be a little more uncomfortable for him, but he could accomplish as much as a man could with two limbs—that is, on a horse. If he fell, he could not save himself as well as another man with two legs. This man's leg was cut with a view to his having an artificial leg, or a peg, if he could not afford the other. He would be less active and capable of getting off and on a horse, or off and on a buggy, and doing business that way, than a man with two legs. I don't know how much it would detract from his services, but it strikes me he ought to accomplish as much as any other man in going from
300 place to place. I don't think that it should prevent him from attending to his business that way. I know a man here that can walk as well as a man with two legs.

To Mr. EGAN:

The cost of an artificial limb is from $75 to $100. It lasts two years. A man has to get two, in case one gets out of order. They formerly cost $175 or $200, but since the war the price has fallen. You can get a good useful one for $75, or one for $125, being a little extra polished. Of course a man with an artificial limb is not a sound man, and is physically incapacitated from doing that which a man with two legs is capable of doing. He may go and do certain things which would not trouble him any more than if he remained quiet. This man, with a little more difficulty, could engage in the cotton-seed business, where he would have to travel on horseback, steamboats, & flatboats. Of course he would not be as active as a man with two sound limbs, and could not so well save himself as well from the little
301 accidents that occur in every man's path. He is more liable to fall and less able to extricate himself in getting off a horse.

Sometimes in cases of amputation the parties cannot use the original limbs—that is, if it is above the knee; but if it is under the knee, if the stump is long enough, I don't think there would be any difficulty in wearing an artificial limb. The bone would not work through the flesh if it was properly set; there is no pressure on the limb. It is from above. The stump hangs loose in the hole of the limb so that he does not bear any weight on that stump. He will be affected otherwise than by neuralgiac pains, because the nerves are more on a stretch, pressed by the cicatrix of the stump. Of course a man with a limb off is physically disabled. They do not regain their strength to wear an

artificial limb within a year or six or eight months, but I have seen them worn after four months. There is no excuse for a man going on crutches, with a leg cut off as I cut it; he should have an artifi-
302 *ficial* or a peg leg, which is more comfortable when the pressure would be on his knee, and he could go about with much more comfort than on crutches. A peg leg is used as universally as an artificial leg, and *and* any carpenter can make it for ten dollars, but an artificial leg is more expensive. If a man can afford it, he may have a little morbid feeling and he will strain himself to buy an artificial limb to make him look like other men. This man got through with the amputation as well as a man could.

To Mr. SINGLETON:

The cost of amputating a limb depends upon what the patient can pay. The trouble is the same in either case. You have to charge from $100 to $1,000. I have known $1,000 charged. There was a young man in town that Dr. Marcier amputated and he charged $1,000. I visited this man once, twice, and three times a day. I never paid less than one visit. Then for three weeks three visits. My visits are five
303 dollars. I think that no responsible physician visits for less than five dollars. I have been practising twenty-five years and never charged less than five dollars unless they were poor and I made a deduction, that is, if I know the family cannot pay it. The law does not regulate the charges of a physician. In the city a physician charges according to his standing and reputation. Some visit at a dollar, others two dollars, and others at five dollars in all cases. For surgical operations they charge extra. This man's wound had to be dressed every day, and should be taken care of.

Adjourned to Saturday.

NEW ORLEANS, *Saturday, Feb. 10th*, 1877.

Present, J. B. Cotton and R. H. Browne, esq's, proctors.

HENRY MARKS, sworn and examined for libellant, says:

I am the secretary of the Cotton Seed Association and have been
304 since the establishment of the association. I am acquainted with Blessing. I have testified before in this case. The regular cotton-seed season is from the first of September to the first of March. The time occupied by a man sent into the country to solicit cotton-seed would depend on what section he was sent to, and it would depend on how fast he has to travel. We generally make our arrangements in the summer, that is in August. We have no regular employees for that. I cannot tell the length of time occupied by a person sent to travel in the country to contract for cotton-seed, because it depends on how far he is going and the section of the country. If he only goes from here to Shreveport, he does it in two or three weeks. Some are employed only a month or two in the summer soliciting for cotton-seed, and sometimes longer. The seasons are very different; it differs every year. Last season lasted until May, and this season may last until April only. I recollect when this man was injured. That sea-
305 son run until about the first of April.

NEW ORLEANS, *Feb'y* 16, 1877.

Present, B. Egan, esq., for libellant; C. B. Singleton, esq., for claimant.

JOSEPH H. DUGAN, sworn for libellant, says:

I am secretary of the Crescent City Oil Co. I have been engaged in that business off and on for five or six years. I know the usual length of what is called the cotton-seed season. It varies according to the crop. The season opens about the 1st September, and the bulk of the seed is in about the 1st March. That is the time we divide our pro ratas among the several mills here. This season is now over, and the bulk of the seed is in from the Mississippi Valley. We have no regular season. We always run as long as there is seed, but it does not pay to run while there is a trifling quantity of seed coming in, because the expense would be great. Where a person is employed
306 to travel and collect seed some are employed by the carriers or steamboats & others are employed by the association monthly to go and solicit seed and leave the bags to be conveyed by the steamboats and other modes of conveyance. The several mills here are formed into an association by which they get their common receipts together and divide it according to the capacity of each mill. They send an agent out on joint account on special occasions only, because the seed seeks this market instead of we seeking the seed. Last year the crop was unusually large and the season would have been late were it not that it spoiled; and the year before that the mills ran off and on for eleven months. But we consider the 1st March the time when the bulk of the seed is in. They usually stop their night-work and run only in the day, so that the thing is so irregular that you have no correct data. The season would not be later than one of the spring
307 months. In April the seed that gets in is so little that it is usually controlled by the packets, but during the rush of cotton the boats usually avoid seed, and any parties desiring it can get it. But after the cotton slackens up the packets have all the seed they can, as is the case just now. They seek orders for seed and carry the bags out, and anybody competing with them would not have any advantage by it.

Those in the business of the Crescent City Oil Co. have to quit the Mississippi River and go into the bayous. A man would be engaged by the cotton-seed oil companies as long as he could bring it in at the usual market prices, which usually closes about the 1st of April at the latest.

I know Blessing. I have known him for a year before this accident. He was employed soliciting for the Louisiana Oil Co. He had been in their employ one year before this accident, from Sept., 1872, to April, 1873. He seemed then to be in perfect health. His character
308 for sobriety & integrity was very good. I never knew him to be otherwise. He was an energetic man in that business. I was secretary of the company by which he was employed. He was employed to work for the co., and when I went there he was absent soliciting seed in their behalf. His first credit for a shipment of seed was September 13th; his last was April 14th, for the season of 1872 and 1873. In the season of 1873 & 1874, he commenced on the 23 September and ended with the accident on the 12th December. Approximating the date of April 14th, I think that is about the latest date that any one could bring in seed to make it pay. Six months of the year used to be considered a full season, but now it depends upon the seed.

There are so many mills they do not get any to run after that to advantage, although some swap off and give the other mills a share, but we consider the 1st of March as the end of the season and we begin to divide.

Cross-examined to Mr. SINGLETON:

309 The terms on which Blessing was employed, was to get the seed delivered at the factory or levee at market prices. He would only go on the Mississippi River. The market price going in the city would pay him. It never was a paying business. We always had to foot up the losses of the agents and pay them a compensation equivalent to the benefit we received. None of the agents ever made money at the legitimate business. At that time there was no association, and the mills fought one another so close that they could never make money. We usually allowed a dollar a ton as compensation over and above the market price; there was no rate. That arrangement yielded him at the end of the season a dollar a ton if the business was good. If we did not make any money, we allowed him equal to $125 a month. This man that succeeded Blessing was satisfied with that. I don't
310 think Blessing's wages was more than that. It never was a paying business. Every man that ever attempted it lost by it. We have paid some agents as high as $4,000 during this competition, chartering barges and steamboats, and paying the price of seed. Since that time they did not have any more than $125. We are paying now men $100 and traveling expenses. We have two men out on these conditions. We have had one out for nearly a year, and the other has been out some four months.

To the COMMR':

Blessing was an energetic man. A fair compensation to him for the season would be $125 per month. That would be very fair. That would last from September to April, six months.

To Mr. SINGLETON:

I think Mr. Blessing has gone back to Baton Rouge to the farm he has.

To Mr. EGAN:

You understand me aright in saying that he was employed
311 for six months and received $125 a month, that is $750 a year. I could not recollect whether Blessing got that during the season of 1872 and 1873, but I know he never made any money from the arrangement we had with him. We always, to, allow him an extra compensation as an offset for his services. If he would make $125 for the time he was occupied, the balance of the time was his. He had six months of the year when he could go and do as he pleased. I don't know much of his other occupations, only that he lived near Baton Rouge, and was engaged in some sort of business there, but what it was I cannot tell. He was considerable of a horse dealer, and came South as a horse dealer. I understand he was farming, but whether he was farming during the cotton-seed business I cannot say.

NEW ORLEANS, *March* 6, 1877.

Testimony for libellant resumed.

Present, B. Egan for libellant; C. B. Singleton, esq., for claimant:

H. C. BLESSING, sworn, says:

312 I am forty years of age. At the time I met the accident I was

thirty-seven years old in May. I was crippled in December, 1873, making thirty-seven years and seven months. I was then engaged in the cotton-seed trade. I had been in it two seasons. The season commences in August when I began to take orders and deliver sacks. I lay up on the 6th of July, the year before I was crippled, on my flatboat. I was on a commission and received a salary after they run the seed up. I was making about $200 a month in trading and buying my seed and shipping it. The company did not pay me $200. I cannot exactly tell how much they paid me, but some $125 a month. That was the average I was paid that season. In July I had a contract with the president of the Louisiana Oil Company, Mr. Skysmonski; he agreed to pay all my travelling expenses, and all the expenses I was out, and a dollar a ton on the seed.

313 That is when I was shipping by steamboat, and he never changed the bargain after I got the flatboat. We bought the seed at so much a ton, and saved the freight. We would buy it at six, seven, or eight dollars a ton, and sell it at thirteen dollars a ton in New Orleans. I made more on the seed on the flatboat than on the steamboat. The season during which this accident occurred I don't know how much we shipped. The books are all on the flatboat. I took out twenty thousand sacks the first time going out, and when I was crippled I think they were all in except five or six thousand; I cannot say how much is contained in 20,000 sacks. Some fill them at *at* one hundred, but when I bought them from under the gin I filled them to one hundred and fifty or one hundred and sixty pounds. I was up the country and traded a little in horses & mules, iron, rags, and brass.

314 Before engaging in this cotton-seed business I was in Arkansas, keeping a livery stable at Van Buren. I and Mr. Hinkle owned it together. We had capital in it. My health is first rate; I never had but one spell of sickness in my life, that was about 1853. It was what they call side pleurisy; I was down then about four weeks. I never had any sickness that kept me to my room for any length of time since, except being a little billious. I was always an energetic man, and made my living since I was fifteen years old; I was married in February, 1862. I had no children; I have lived in Baton Rouge since 1864; have a little place there, but not paid for; eighty-nine acres. I am cultivating corn, cotton, and sweet potatoes. This injury has been very bad on me the first year; I could not do anything at all; I could not cut my fire-wood, when standing on one leg. I made a wooden leg myself the first year, but I could not wear it, it hurt me; but the next spring I put it on and wore it, but I cannot put my weight upon it for any length of time; I have not been able to buy another

315 leg. I enquired at New Orleans about a cork leg, but I never found anybody who knew anything about it, but I was told they could be bought for $50 or $75. Dr. Choppin told me that, and he said I would have to repair it every two years. I never made much inquiry, because I was never able to buy one. I am not able to cultivate my farm. I have my brother with me ever since; he is twenty-eight years old; he has done all my work. My general health is good now; my leg effects me at times, and last summer I was laid up two months with it. It broke in the center, and run nothing but blood for two months. I tried to make garden, but I could not do it.

Cross-examined by Mr. SINGLETON:

I have not paid my doctors' bill yet; I have my hotel bill. I forget the amount. I have been so bothered since I hurt my leg that I don't know. I think it was $300 or $400 cash. That included medicine, nurses, &c.

316 I had a livery stable in Arkansas in 1870 & 1871. I was living at Van Buren. I bought this farm in 1868, and got beat out of it when I was crippled in 1873. I bought tham farm first in 1868, and paid cash for it $1,700. I bought it in 1868 and sold it in 1869 to a lawyer in Baton Rouge for $2,000. He paid me $500 down and beat me out of the balance, although I had a vendor's lien on it. Then I bought it back again & promised to give $2,500 for it in three years' time, but the three years are up and I never paid a dollar. I sold out my interest in Arkansas in August, 1871. Before I sold it out I was living in Louisiana. After I sold it I came back to Baton Rouge and collected some money and went back in 1871 and went into the livery-stable business again. I sold out my interest in that in 1871. I got $1,950 for it. The first time I sold my livery stable I got that much. In 1871 there were three of us in partnership, and we did not sell, but
317 just drew out what stock we had in it. I had been keeping a livery-stable in Dardanelles, 125 miles above Van Buren. My livery-stable paid me the first $100 a month. I sold out at the end of seven months. Then I went back there in September and sold it. When I came to live regularly at Baton Rouge I did not bring any money with me. I came there with the army in 1864. I did not come there in 1864 to live, but I have not left there since except the time I was in Arkansas. I came here with the Federal Army. I am a native of Ohio. My time was up in the Army, and I was mustered out honorably. I have no one but myself and wife. I never had any children.

Before I was crippled I could not tell my expenses per month. I could live on $100 or $125, counting everything. I came to Baton Rouge from Arkansas in 1872, and brought $500 or $600 with me. I shipped some cotton down to Clapp Bros. I had $1,100 I collected after I got here. I sold my house and lot in Baton Rouge. At the time I got hurt I had about $1,000, counting what I had out. I was
318 married in Baton Rouge.

To Mr. EGAN:

The bills that I filed in this suit on my first examination are the bills that I paid. The bill of the Waverly House was among the bills I paid. I paid the amount the bill calls for. I was sick at the time this lawsuit was decided by which I lost my property, and when I bought it back I did not buy it from the same man.

(Mr. Singleton objects to all that proof of damage not claimed in the libel as being consequential damages and not claimed.)

Witness resumes:

I bought it from Capt. Payne, and he bought it from Lawyer Knickerbocker, the man to whom I had sold it. He failed to pay me. The suit I had against him for the purchase price was decided while I was sick, after I was crippled by this accident.

319 *Commissioner's report.—Filed March 12th*, 1877.

U. S. district court.

H. C. BLESSING
vs.
STEAMER NATCHEZ. } No. 10371.

The undersigned commissioner, to whom was referred (as per written opinion of this hon. court) to state the facts either as they appear in

the testimony already in the record, or as the parties may desire to present them by any additional evidence, which he must state succinctly, showing all the circumstances which would have a bearing upon the determination of the question as to how much damages the libellant is entitled to recover, begs leave, in accordance with above instructions, to submit the following:

That the libel in personam was filed April 26th, 1876, by libellant Hopkins Carpenter Blessing against Thomas P. Leathers & Mary W. Meeha, wife of Anthony Panly, owners of the steamboat
320 Natchez, praying that they be condemned to pay libellant the sum of $26,950.50, with interest, &c.

It also appears by the affidavit of libellant filed April 26th, 1876, that he was permitted by this court to sue in forma pauperis. The evidence as contained in the manuscript record of testimony filed Nov. 21, 1876, shows that libellant was injured on the 21st December, 1873, and that his foot was amputated above the ankle-joint on the 2d of January, 1874, by Doctor Choppin, assisted by Drs. Shupert, Slauter, and Beard, and that he was confined to his bed till 2d Feb'y, 1874.

That previous to being injured, as above stated, libellant was in the employ of the Louisiana Oil Company, buying cotton-seed for them; that for such services he was paid a commission, which he estimates averaged about $200 per month during the season, and the duration of this season is shown by the evidence of Joseph H. Duggan, filed March 12th, 1877, to be from about the 1st of Sept'r till the 1st of March.
321 He also testifies that he was connected with the Louisiana Oil Co. at the time Blessing was; that he was seemingly a person in perfect health, and that his character for sobriety & integrity was very good, and that a fair compensation for his services would be $125 per month during the season.

Libellant on the 26th Febr'y, 1874, filed several vouchers showing his indebtedness for surgical operation & medical attendance in the sum of $1,200 00
Bill of Wheelock, Finlay & Co., druggists 2 75
" " J. De Benneville, " for prescriptions & the hire of a nurse, &c., amounting to 249 75
Bill of Waverly Hotel for board of himself, wife, & nurse, & other matters, such as coal, &c., in the sum of 505 00

Making a total of 1,957 50

indebtedness incurred by reason of the injuries aforesaid.

P. A. Barker, insurance agent here for past eleven years, in the manuscript record filed March 12, '77, shows that Blessing's ex-
322 pectation of life, according to the different tables of mortality, would be $28\frac{72}{100}$.

That the tables, as shown in Green Book, at page 58, represent the English motality tables. They are not made according to the table mortality of the South, but they are made use of here.

That there is a difference between the mortality of the city and the country; that the risks of those residing in the country are much greater, owing to the want of skilled physicians, and the sick in the city can avail themselves of the best physicians and other necessary attentions. Dr. Choppin testifies in same manuscript record that this amputation would not lessen the chances of a man's life who was otherwise healthy; that from what he saw of Blessing he was a man of good health, & that this amputation would not tend to lessen his life;

that it may increase the chances of accident, but that the person gets stronger, because the body is better nourished.

H. C. Blessing, in manuscript record of testimony filed March
323 12, '77, makes a statement as to his previous business and his present business.

In regard to some of the vouchers I deem it proper to call the attention of the court to that of the Waverly Hotel, wherein charges are made for the board of libellant and wife during 90 days, or a total of $360, and the board of nurse at $50.

In regard to the charges for hire of nurse for 3 months, $200.00, I think not fully proved. I think the nurse could have been produced to substantiate this claim, and with this statement I report that the following facts appear from the evidence:

1. That libellant was engaged in his business during six months of the year at $125 per month to $750.00 per year.

2. That his expectation of life, according to the mortality tables, would be $28\frac{72}{100}$ years.

3. That he owes for operation of amputation, & to Dr. Choppin and others, $1,200.00.

324 4. Wheelock, Finlay & Co., bill for lint, &c., 2.75.

5. The bill of J. de Benneville for 249.75, if the charge for hire of nurse is allowed; if not, then $49.75.

6. The bill of Waverly Hotel for 505.00, if item of board of nurse is allowed; if not, then this deducted would be $455.00.

Respectfully submitted.

(Signed) J. DEVONSHIRE,
Comm'r.

N. O., *M'ch* 12, '77.

Final decree.—Extract from judgment-book.

H. C. BLESSING
vs.
ST'R NATCHEZ & OWNERS. } No. 10371.

This cause came on to be heard upon the pleadings and proofs, and was argued by counsel. On consideration whereof, and of the commissioner's report in the premises, it is ordered, adjudged and de-
325 creed that the libellant, Hopkins C. Blessing, do have and recover from the defendants, Thomas P. Leathers and Mrs. Mary Meeha, wife of Anthony Panly, in personam, and as owners of the steamer Natchez and in solido, the sum of five thousand seven hundred and fifty-eight $\frac{50}{100}$ dollars ($5,758.50), with 5% interest from judicial demand till paid, and costs of suit.

It is further ordered that a fee of $50 be allowed the commissioner and that the same be taxed as costs.

Judgment rendered April 24th, 1877. Judgment signed April 28th 1877.

(Signed) EDWARD C. BILLINGS, *Judge.*

Order of appeal.—Extract from the minutes of May 3d, 1877.

HOPKINS C. BLESSING
vs.
ST'R NATCHEZ & OWNERS. } No. 10371.

326 On motion of Singleton & Browne, proctors for the defend-

ants, and upon showing the court that a final judgment was rendered herein, on the 24th April, 1877, and signed 28 April, 1877, in favor of Hopkins C. Blessing against movers Thomas P. Leathers and Mrs. Mary Meeha, wife of Anthony Panly (said Panly being now deceased), in personam, and as owners of the steamer Natchez, and in solido, for the sum of $5,758.50, with 5% interest from judicial demand till paid and costs of suit, with a fee of $50, allowed to the commissioner to be taxed as costs;

And upon suggesting to the court that your movers are informed and believe that there is error in said judgment to their prejudice and that they are aggrieved thereby, & that they desire to appeal suspensively from said judgment to the circuit court of the U. S. for the district of Louisiana, said appeal to operate as a supersedeas herein:

It is ordered that Thomas P. Leathers and Mrs. Mary Meeha
327 be allowed an appeal herein, returnable into the circuit court for the district of Louisiana on the 1st Monday of November, 1877, said appeal to operate as a supersedeas upon defendants furnishing bond in the sum of $10,000 conditioned according to law.

Appeal bond.—Filed May 21, 1877.

UNITED STATES OF AMERICA,
District of Louisiana:

District court of the United States. In admiralty.

HOPKINS C. BLESSING
vs.
ST'R NATCHEZ & THOS. P. LEATHERS ET AL., owners.
No. 10371. Appeal bond.

Know all men by these presents that we, Thomas P. Leathers, Mary W. Meeha, surviving widow of A. Panly, as principals in solido, and John Hawkins, as surety, are held and firmly bound unto Hopkins C. Blessing, the libellant, in the sum of ten thousand dollars,
328 to be paid to the said Blessing, libellant, for the payment of which, well and truly to be made, in lawful money of the United States we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated at New Orleans, the 21st day of May, 1877.

Whereas the above-named Thomas P. Leathers and Mary W. Meeha, surviving widow of A. Panly, have appealed to the next term of the circuit court of the United States for the 5th circuit & district of Louisiana from a final judgment of the district court of the United States for said district rendered against them on the 24th day of April, 1877, and signed on the 28th day of April, 1877, in the above-entitled cause:

Now, therefore, the condition of this obligation is such that if the above-named appellants shall prosecute their appeal to effect and answer all damages and costs, and satisfy whatever judgment may
329 be rendered against them if they fail to make their appeal good, then this obligation to be void; otherwise the same shall be and remain in full force and effect.

(Signed) T. P. LEATHERS,
" MARY W. MEEHA,
By SINGLETON & BROWNE,
Her Proctors.
JOHN HAWKINS, *Surety.*

Signed, sealed, & delivered in the presence of—
R. H. BROWNE.

John Hawkins, surety on the within appeal bond, being duly sworn, says that he resides in this city, and is worth the sum of $10,000 over and above all his just debts & liabilities.
(Signed) JOHN HAWKINS.

Sworn to & subscribed before me this 21st day of May, 1877.
(Signed) J. DEVONSHIRE,
U. S. Comm'r.

Order: Appeal bond approved.—Extract from the minutes May 26th, 1877.

330 HOPKINS C. BLESSING } 10371.
vs.
ST'R NATCHEZ & AL. }

John Hawkins, having given satisfactory proof of his sufficiency, was accepted by the court as surety on the appeal bond in this cause.

331 United States district court, in and for the district of Louisiana.

CLERK'S OFFICE.

I hereby certify that the foregoing 351 pages do form and contain a true and correct transcript of the originals on file and of record in the matter of Hopkins C. Blessing vs. Steamer Natchez & Owners, & numbered 10371, in admiralty, of the docket of the said court.
In faith whereof I have hereto set my hand and the seal of our said court, at New Orleans, in said district, this 20th day of August, A. D. 1877.
(Signed) J. DEVONSHIRE, *Clerk.*

I, Edward C. Billings, U. S. judge for the district of Louisiana, do hereby certify that John Devonshire, whose genuine signature is affixed to the foregoing certificate, is and was, at the time of signing the
332 same, the duly qualified clerk of the United States district court for said district; that full faith and credit are due and owing to all his acts as such, and that the said attestation is in due form of law.
Witness my hand and seal at the city of New Orleans, in said district, this 20th day of August, A. D. 1877.
(Signed) EDWARD C. BILLINGS, *Judge.* [L. S.]

333 Proceedings in the circuit court of the United States, fifth judicial circuit and district of Louisiana.

Opening of cause & continuance, Novem'r term, 1877.—Extract from the minutes.

NEW ORLEANS,
Friday, January 11th, '78.

Court met pursuant to adjournment. Present, Hon. Wm. B. Woods, circuit judge.

H. C. BLESSING } No. 8285.
vs.
S. B. NATCHEZ. }

This cause was called, B. Egan, Cotton & Levy, for appellee; Singleton & Brown, for appellant.

When the cause was opened and continued until to-morrow at 11 a. m.

Submission of cause, Novem'r term, 1877.—Extract from the minutes.

NEW ORLEANS,
Monday, January 21st, '78.

Court met pursuant to adjournment. Present, Hon. Wm. B. Woods, circuit judge.

H. C. BLESSING
vs.
ST'B'T NATCHEZ. } No. 8285.

334 This cause came on to be heard on the transcript of the record from the district court of the U. S. for this district, and having been argued by Cotton & Levy and B. Egan, for appellee, and Singleton & Browne, for appellant, the court took time to consider.

Findings & decree.—Entered & filed Febr'y 22d, '79.

H. C. BLESSING
vs.
ST'B'T NATCHEZ. } No. 8285.

This cause came on to be heard upon the transcript of the record containing the pleadings, exhibits, and evidence, report of commissioner, and the proceedings, orders, and final decree of the district court, and the appeal therefrom of the defendants, and was argued by counsel. On consideration whereof the court finds the following facts:

1. That on the 26th day of December, A. D. 1873, the defendant thereon, Thos. P. Leathers, was the master, and he and Mary Meeha, wife of Anthony Pauly, were the owners of the steamboat Natchez.

335 2d. That about one o'clock p. m. of said day the said steamboat Natchez was lying at the wharf on the Mississippi near the foot of Canal street, in the city of New Orleans, securely moored to said wharf, and with at least one of her gang-planks out and resting on the shore, which afforded ingress and egress between the lower deck of said steamboat and the wharf.

3. That on the day and at the hour above mentioned the said steamboat had recently arrived at the port of New Orleans from a trip up the Mississippi River, having on board a large number of bales of cotton, and that the trip of said steamboat was completed, but her cargo was still to be discharged.

4. That a part of said cargo of cotton was stowed on the forward deck several tiers high, and a passageway was left from the end of the gang-plank to the foot of the stairs. This passageway was covered with bales of cotton piled on the bridging, and persons on shore who desired to go to the cabin or office of the steamboat could only do

336 so by going along this passageway to the stairs, and up the stairs to the cabin and office.

5. That after the landing of said boat, and after her gang-plank had been run ashore, so that persons could go from shore to said steamboat, the libellant went aboard of said steamboat along said gang-plank with the purpose of going up into her cabin or to her office.

6. That the master and officers of said steamboat; were accustomed to permit persons expecting to find on said steamboat freight consigned to them as soon as she had landed, and her gang-plank was out to go aboard of her to examine the manifest or transact any other business with her master or officers.

7. That the libellant had business on said steamboat when he went aboard of her as aforesaid he was expecting a consignment of cotton-seed by said steamboat, and went aboard to ascertain whether it had arrived.

8. That when libellant was going through said passageway, and when near the foot of the stairs, on his way to the cabin or office of
337 said steamboat, a bale of cotton fell from the upper part of said passageway against and upon the leg and ankle of libellant, causing a compound fracture of the bones of his ankle and leg.

9. That said bale of cotton was carelessly and negligently stowed, and was left in such a position that it was liable to fall upon persons going along said passageway to the foot of the stairs of said steamboat, and its position was known to the master of said steamboat.

10. That libellant was in no manner negligent or in fault, whereby he contributed to his said injury.

11. That the fracture of libellant's leg and ankle was such as to render amputation of his leg necessary, and his leg had to be and was amputated in consequence of the injury sustained by him as aforesaid.

12. That at the time of his injury aforesaid the libellant was 38 years of age, and was earning in his business, which was buying cotton-seed, as agent for the Louisiana Oil Company, the sum of $750 per year.

13. That at the time of said injury the libellant was in good health, with a good character *character* for sobriety and integrity.

338 14. That in consequence of the injury sustained by him as aforesaid, the costs and expenses incurred by libellant for treatment, surgical services, and in and about his care and cure amounted to the sum of seventeen hundred and seven dollars and fifty cents.

15. That the other damage resulting to libellant from said injury, consequent upon loss of time and the permanent disability caused by the loss of his leg, amounted to the sum of four thousand dollars.

And as conclusions of law from the foregoing facts the court finds that libellant ought to recover from the said defendants, Thomas P. Leathers and Mary W. Meeha, wife of Anthony Pauly, the aggregate amount of said costs, expenses, and damage, with interest thereon, as additional damage, from the date of judicial demand.

It is therefore ordered, adjudged, and decreed that the said libellant, Hopkins C. Blessing, do have and recover from the said defendants, Thomas P. Leathers and Mrs. Mary W. Meeha, wife of Anthony Pauly, the said sum of five thousand seven hundred and seven
339 dollars and fifty cents, with interest at the rate of five per centum per annum from the date of judicial demand till paid, and costs of suit, including a fee of fifty dollars allowed the commissioner by the district court; which allowance is confirmed.

Ordered, That defendants pay their own costs.

Decree rendered February 22d, 1879.

Decree signed April 7th, 1879.

(Signed) W. B. WOODS, *Judge.*

Petition for a rehearing.—Filed Feb'ry 28, 1879.

United States circuit court.

H. C. BLESSING
vs.
ST'B'T NATCHEZ. } No. 8285.

To the honorable Wm. B. Woods, judge of the United States circuit court for the fifth district:

The petition of the claimants in the above-entitled cause respectfully represent that they feel aggrieved by the judgment rendered in
340 said cause against them. Petitioner' believe and allege that your honor has erred in your findings of fact, and they believe your honor's judgment would have been in favor of them had your honor not erred in the findings of facts.

Petitioners allege that the evidence shows:

1st. That it was dangerous and imprudent for the libellant to board the steamboat Natchez at the time he did when he received the injury complained of, which danger would have ceased in a few minutes to exist and then it would have been safe for him to have gone on board the st'r Natchez.

2d. The evidence shows that the bale of cotton by which he was injured was dislodged from its place where it was properly stowed by persons not employed on the said vessel, and having no connection therewith, and who rushed with great violence on board said vessel not withstanding the greatest efforts of the officers of said vessel and the employees thereof to prevent them from so doing, which state of affairs was well known to all persons having any business with steam-
341 boat packet such as the st'r Natchez landing in this city.

3d. The evidence shows that the libellant could easily and accurately have obtained the information he alleged he was seeking, at the office of the agent of the steamboat Natchez at No. 117 Common street in this city. The evidence further shows that he could have obtained more accurately the information he sought from the discharging clerk or his employee on the wharf just opposite and near to the said st'r. Natchez then he could have obtained said information from the manifest on board said vessel.

4th. That the libellant really had no freight on board the steamboat Natchez or anything else on board said vessel which required his presence on board thereof, and his going on board said steamboat at the time he boarded her was an unnecessary exposure of his limbs and life.

5. The evidence shows that all cotton-seed arriving in this port is placed on the manifest for the cotton-seed oil companies and does not give the names of the consignees of the cotton-seed, and hence the libellant could not have learned from the manifest whether he
342 had or had not any cotton-seed on board of said vessel.

6. Your honor has erred in finding that the bale of cotton by which the libellant was injured was improperly stowed, and that the master of the vessel knew the fact ; we respectfully submit that the weight of testimony is to the effect that the cotton was well stowed, and of course the master's attention was not called to it as a bale improperly stowed.

7th. The evidence shows beyond reasonable doubt that the libellant was greatly to blame for risking and jeopardizing his limbs and life by

going on board of said vessel as he did when there was not the slightest necessity for his doing so, and under no circumstances should he have recovered more than one-half of the damages he received. The claimants had provided the information he sought at two places more convenient than going on board the said steamer when libellant could have obtained the information without any risk to limb or life, and they (the claimants) should have the benefit of such forethought. We sub-
343 mit that the facts above stated are fully proved by the testimony, and should have been so found by your honor, and had your honor so found you would not have rendered the judgment you did against the claimants. We respectfully call your honor's attention to the above under a full and complete conviction that your honor will not hesitate to set aside your judgment and grant a rehearing.

We therefore respectfully pray your honor to grant the claimants a rehearing & for general relief.

(Signed) SINGLETON & BROWNE,
Proctors for Claimants.

Motion & order for appeal, November term, 1878.—Extract from the minute.

NEW ORLEANS, *Thursday, April 10th*, 1879.

Court met pursuant to adjournment. Present, Hon. Wm. B. Woods, circuit judge.

HOPKINS C. BLESSING
vs.
ST'B'T NATCHEZ. } No. 8285.

On motion of Singleton & Browne, proctors for Thos. P. Leathers and Mrs. Mary W. Meeha, now the surviving widow of the late
344 Anthony Pauly, who departed this life since the institution of the above-entitled cause, the sole and only defendant in the above-entitled cause, and on showing that a final judgment has been rendered against said defendants in solido, for a sum of *sum* exceeding five thousand seven hundred dollars, in which judgment defendants are advised there is error to their prejudice from which they cannot be relieved except by an appeal to the Supreme Court of the U. S., and on further showing that defendants desire to appeal suspensively from said judgment to the Supreme Court of the U. States.

It is therefore ordered by the judge in open court, that the defendants be allowed an appeal from said judgment to the Supreme Court of the U. S., in giving bond, with good and solvent security, in the sum of eleven thousand eight hundred dollars, conditioned according to law, and that said appeal to operate as a supersedeas, and that said appeal be made returnable in the Supreme Court of the United States on the second Monday of October next.

345 *Bond.—Filed April 15th*, 1879.

UNITED STATES OF AMERICA:

Know all men by these presents that we, Thomas P. Leathers and Mary W. Meeha, surviving widow of Anthony Pauly, deceased, principal, and Burris D. Wood and John Hawkins as sureties, are held and firmly bound, jointly and severally, unto Hopkins C. Blessing in the

sum of eleven thousand eight hundred dollars, lawful money of the United States of America, to be paid to the said Hopkins C. Blessing, his heirs, administrators and assigns, for which payment well and truly to be made we bind ourselves and each of us by himself, and each of our heirs, executors, and admininistrators, firmly by these presents. Sealed with our seals and dated the fifteenth day of April, in the year of our Lord eighteen hundred and seventy-nine.

Whereas the said Thos. P. Leathers & Mary W. Meeha, widow, &c., having heretofore, to wit, on the 10th April, 1879, taken an appeal to the Supreme Court of the United States from and to reverse the
346 decree rendered on the 22d day of February, 1879, by the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, in the suit of Hopkins C. Blessing vs. Thomas P. Leathers et al., No. 8285 of the docket thereof.

Now, the condition of the above obligation is, that if the above-bounden Thos. P. Leathers & Mary W. Meeha, widow, &c., shall prosecute their said appeal to effect, and shall answer all damages and costs if they shall fail to make good their plea, this obligation shall be void, otherwise to remain in full force and virtue.

(S'g'd) T. P. LEATHERS, [L. S.]
MRS. MARY W. MEEHA,
(S'g'd) By SINGLETON & BROWNE, [L. S.]
Proctors.
B. D. WOOD. [L. S.]
JOHN HAWKINS. [L. S.]

Signed, sealed, and delivered in the presence of—
(S'g'd) R. H. BRONZE.
(S'g'd) COTTON & LEVY.
(S'g'd) R. B. HOLLY.

Approved.
(S'g'd) BENTICK EGAN, *Proctor.*

Approved April 16, 1879.
(S'g'd) EDWARD C. BILLINGS.

UNITED STATES OF AMERICA,
District of Louisiana, ss:

Personally appeared Burris D. Wood, who, being sworn, de-
347 poses and says that he is the surety on the within bond; that he resides in the city of New Orleans, and is worth the full sum of eleven thousand dollars, over and above all of his debts and liabilities and property exempt from execution.

BURRIS D. WOOD.

Subscribed and sworn before me this 14th day of April, 1879.
(Signed) F. A. WOOLFLEY,
Comm'r U. S. Cir. Ct., Dist. of La.

UNITED STATES OF AMERICA,
District of Louisiana, ss:

Personally appeared John Hawkins, who being duly sworn, deposes and says that he is the surety on the within bond; that he resides in the city of New Orleans, and is worth the full sum of eleven thousand dollars over and above all of his debts and liabilities and property exempt from execution.

(Signed) JOHN HAWKINS.

Subscribed and sworn before me this 15th day of April, 1879.
(S'g'd) F. A. WOOLFLEY,
Comm'r U. S. Cir. Ct., Dist. of La.

348 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States, for the fifth circuit and district of Louisiana, do hereby certify that the foregoing 347 pages contain and form a full, complete, true and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of Hopkins C. Blessing versus Steamboat Natchez, No. 8285 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and seal of said court, at the city of New Orleans, this 15th day of Sept'r, A. D. 1879.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, W. B. Woods, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 15th day of Sept'r, A. D. 1879.

W. B. WOODS, *Judge.*

349 The United States of America, circuit court of the United States, district of Louisiana.

The President of the United States to Hopkins C. Blessing, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a motion and an order for appeal entered & filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Thomas P. Leathers and Mary W. Meeha, surviving widow of Anthony Pauly, deceased, are appellants and you are appelle to show cause, if any there be, why the judgment decree against the said appellants as in said motion for appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 15th day of April, in the year of our Lord one thousand eight hundred and seventy-nine.

W. B. WOODS, *Judge.*

350 (Indorsed:) B. Egan. United States circuit court. No. 8285. Hopkins C. Blessing vs. Thos. P. Leathers, et al. Citation.

Marshal's return.

Received Apr. 16, 1879, by the U. S. marshal and on the 16th day of April, 1879, served a copy of the within citation in error on the within named Hopkins C. Blessing, def't in error, by handing the same to Bentick Egan, att'y for said Hopkins C. Blessings, def't in error, in person in this city, said B. Egan, esq. accepting service of the same.

JESSE WHARTON,
D'y Marshal.

On the 19th day of April, 1879, personally appeared before me Jesse Wharton, a deputy U. S. marshal for the district of La., and makes oath that he served a copy of the within citation in error on Hopkins C. Blessings as stated in his official return hereon.

JESSE WHARTON,
D'y Marshal.

Sworn to & subscribed before me this 19th day of April, 1879.

F. A. WOOLFLEY,
Comm'r U. S. Circuit Court, District of Louisiana.

(Indorsement on cover:) No. 300. Thomas P. Leathers and Mary W. Meeha, widow of Anthony Panly, dec'd., claimants of the steamboat Natchez, &c., appellants, vs. Hopkins C. Blessing. Louisiana C. C. U. S. Filed 7th October, 1879.

REC. 300—8

SUPREME COURT U.S.
FILED
APR 10 1882

In Supreme Court of the United States.

OCTOBER TERM, 1881.

THOS. P. LEATHERS ET AL.,
Appellants,
vs.
H. C. BLESSING,
Appellee.
No. 300.

Brief for Appellants.

This was originally a libel filed in the United States District Court for the district of Louisiana, by H. C. Blessing against the steamer *Natchez*, her tackle, furniture, &c., claiming damages in the sum of $25,000, for an injury alleged to have been received from the falling of a bale of cotton on the libellant, whereby his foot and ankle were so injured as to require amputation. Upon exceptions made by Thomas P. Leathers and Anthony Pauly, it was ordered and adjudged by the court that the seizure of the boat under the admiralty warrant be set aside upon the ground that no libel *in rem* would lie in the case, and the libellant had leave to amend and proceed *in personam*.

In the libel it was alleged "that about ten o'clock A. M., on the 26th of December, 1873, shortly after said boat had landed at the wharf in front of this city, and most of the passengers came on shore, libellant having business upon said boat, proceeded on board of her with a friend, also having business on the boat, and passing through the gangway to the stairs leading to the boiler-deck and cabin of the boat, and when about two feet from said steps, which libellant was about to ascend, when a bale of cotton weighing between four hundred or five hundred pounds, fell or was thrown from the top pier of the bridging over the said gangway described above, and on the inside, striking libellant with great force and violence upon the hip," &c.

After the proceedings had been changed from a libel *in rem* to one *in personam*, as above stated, the said Leathers and Mary W. Meeha, wife of Anthony Pauly, filed an answer, in which they set up, among other things, that libellant was not employed on said steamboat in any capacity whatever; that he had not been a passenger on said steamboat on her voyage which had just ended, and that he had no connection with or relation to said steamboat, the owners or either of them, or any officer or employee thereof, and was in no manner connected with the navigation or employment of said boat. They further alleged, in the nature of an exception to the jurisdiction of the court, "that at the time libellant alleges he was injured said steamboat *Natchez* was not on a voyage, but was safely and securely moored to the wharf in the city of New Orleans preparing to discharge her

cargo. Her voyage had ended at the time libellant avers he was injured, and the cause of action for the injury complained of is not an admiralty cause, and this honorable court has no jurisdiction thereof; that libellant has only an action in the ordinary courts of common law jurisdiction."

Much testimony was taken by the respective parties, and on a final hearing, after a report from a commissioner, the District Court decreed that the libellant should recover of the defendants the sum of $5,758.50, with interest at the rate of five per cent. after judicial demand until paid, and costs. Upon an appeal to the Circuit Court, there was a decree in favor of the libellant for the sum of $5,707.50, with like interest and costs. The Circuit Court found, among others, the following facts which were set forth in the decree:

"That about one o'clock P. M. of said day, the said steamboat Natchez, was lying at the wharf on the Mississippi River near the foot of Canal street, in the city of New Orleans, securely moored to said wharf, and with at least one of her gang planks out, and resting on the shore, which afforded ingress and egress between the lower deck of said steamboat and the wharf.

"That on the day and at the hour above mentioned, the said steamboat had recently arrived at the port of New Orleans, from a trip up the Mississippi River, having on board a large number of bales of cotton, and that the trip of said steamboat was completed, but her cargo was still to be discharged. * * *

"That after the landing of said boat, and after her gang plank had been run ashore, so that persons could go from shore to said steamboat, the libellant went aboard of said steamboat, along said gang plank with

the purpose of going up into her cabin, or to her office."

As this court has no power since the act of March 3d, 1875 (18 Stat., Part 3, p. 315), to review the evidence, there is but one question for consideration upon this appeal, and that is the question of admiralty jurisdiction. For the appellants, we maintain that jurisdiction in this case belongs exclusively to the common law courts, and that the decree should be reversed for that reason. It is well settled that the jurisdiction of admiralty courts, in cases of tort, depends entirely upon locality.

(1 Conkling Admiralty, 32. 3 Story's Commentaries, pp. 527, 530.)

The Circuit Court did not find that the libellant was an officer, seaman, passenger or freighter, or in fact that he had any connection whatever with the steamboat, or any business upon it or about it, except that he expected a consignment of cotton seed. The boat itself had fully completed its voyage and was, in the language of the Circuit Court, "securely moored to the wharf" at the time the accident occurred.

Without attempting to enter upon the old controversy between the admiralty and common law courts, as to their respective jurisdictions, it seems to us that this is very clearly a case upon the allegations of the libel and the finding of the court below, over which the ordinary tribunals of the country have exclusive jurisdiction. "Cases of assault and battery, imprisonment or other personal injury, or ill usage arising between the master or officers on the one hand, and sea-

men or passengers on the other, are clearly within the admiralty or maritime jurisdiction."

(Benedict's Admiralty, § 309.)

It cannot be claimed that this is a case arising between the master or officers and seamen or passengers, but it is an ordinary case of injury received by one not in any way connected with the vessel or its navigation, by reason of the alleged carelessness or neglect of another. The fact that the party alleged to have been guilty of negligence was, at the time, in control of the vessel which had been previously engaged in navigation on waters coming within the jurisdiction of the admiralty courts of the United States, cannot, we think, take this case away from the common law tribunals in which all such questions have heretofore been tried before juries. We have not been able to find any case similar to this in which the admiralty courts have taken jurisdiction. In the Barque *Yankee* vs. *Gallagher*, 1 McAllister, p. 467, the libellant was seized by the members or agents of the vigilance committee at San Francisco, was forcibly put on board the barque and by it carried out to sea and finally put on shore on the Sandwich Islands. At the time the libellant was placed on board the vessel it was not moored to the shore, but was "hove to" in the bay. The question of jurisdiction was raised, and we quote from the syllabus of the case to show what the court decided:

"1. Where a tort is a continued act, and not separate, and a portion is committed on the land and the remainder on the high seas, the jurisdiction attaches to the common law court.

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"1. Where a tort is a continued act, and not separate, and a portion is committed on the land and the remainder on the high seas, the jurisdiction attaches to the common law court.

"2. If a tortious act originates in port, and is not a perfected wrong until the vessel leaves the port, it is a continuous act and travels with the tort-feasor and the injured party during the whole voyage, and comes within the jurisdiction of the admiralty upon the principle enunciated in certain cases, that if the thing be taken on the high seas and brought to land, it is appropriate to the court of admiralty to decide the question as a marine tort.

3. The torts in this case having been committed by different persons and in different places, are separate.

4. The action for the trespasses committed by the parties on land is cognizable in courts of common law.

5. That committed by the party now sued is within the jurisdiction of the admiralty as a marine tort. It originated on waters within the ebb and flow of the tide within the Admiralty jurisdiction, and was continued on the high seas. Such locality gives the jurisdiction."

In the case of *Plummer* vs. *Webb*, 4 Mason, p. 380, the libellant claimed damages for the unlawful abduction and detention of his son. It appeared that the son had been illegally detained on the vessel while in port at New Orleans, and carried from there to sea on a voyage to Europe. Judge Story, in deciding the case, said:

"Here, it is true, the tortious act or cause of damage might be properly deemed to arise in port, but it was a continuous act and cause of damage during the whole voyage. It was in no just sense a complete and perfected wrong until the departure of the vessel from the port, and it travelled along with the parties as a continuing injury during the whole voy-

age, and terminated only with the death of the son at sea."

For this reason the court sustained so much of the libel as claimed damages *in personam*, but it dismissed it so far as it was a proceeding *in rem*.

We do not understand that this court has, in any of the cases defining the extent of the admiralty jurisdiction over the inland waters of the country, recognized any rule or principle that would extend such jurisdiction to an ordinary case of personal injury arising on board a vessel lying quietly at a wharf or landing within the body of a country, where the parties are all within reach of the process of the ordinary local tribunals, and especially when the party alleged to have been injured had no connection whatever, by contract or otherwise. with the vessel or its master or owner. If the jurisdiction can be extended to such a case, it is clear that every person who is permitted to come on board to seek employment from the vessel or others, or even to gratify his curiosity, and who claims to have received an injury while there, may implead the master or owners in a tribunal where no trial by jury can be had unless the complaining party himself chooses to consent.

The case of the Propeller Commerce, 1 Black, 574, was a proceeding *in rem*, growing out of a collision on the Hudson River. *Nelson* vs. *Leland*, 22 Howard, 48, was a case of collision on the Yazoo River, and *Jackson* vs. *Magnolia*, 20 Howard, 296, was also a case of collision on the Alabama River, above the ebb and flow of the tide. We respectfully invite the

attention of the court to the able and vigorous dissenting opinions of Justices DANIEL and CAMPBELL, in the case last cited, and we venture to say that the judgment against which they so earnestly protested, while it did not extend the jurisdiction to such a cause as the one now at bar, went quite as far as the principles of our jurisprudence will justify.

The right of trial by jury in cases of tort involving questions of fact alone ought never to be denied where it is possible to preserve it. The maritime or admiralty system is "the law of the seas," and is not the law under which causes arising out of the ordinary transactions of men on the land, or on vessels not at the time actually engaged in navigation, should be tried and determined.

It is proper to call attention to the fact that this appeal was filed before the promulgation of the rule in the case of the "*Adriatic*," 103 U. S., 731, and that, therefore, the evidence is all included in the record.

A reversal is respectfully asked.

J. G. CARLISLE,
For Appellants.

OFFICE SUPREME COURT U.S.
FILED
MAR 29 1882
JAMES H. McKENNEY

IN THE

Supreme Court of the United States.

October Term, 1881.

THOMAS P. LEATHERS ET AL.,
APPELLANTS,
vs.
HOPKINS CARPENTER BLESSING.
No. 300.

Brief for Appellee.

This is an appeal from an admiralty decree *in personam*, rendered February 22, 1879, and signed April 7, 1879, condemning the claimants in the court below (the present appellants) to pay the libellant, Blessing, (the appellee here,) the sum of $5,707.50, with interest and costs, damages incurred by the fall of a bale of cotton upon him whilst in the regular course of his business, walking from one part of the steamboat *Natchez* to another. The items of damages are as follows:

1st. For surgical attendance and amputation of leg	$1,200 00
2d. For lint, &c.	2 75
3d. For medical prescriptions	49 75
4th. For board at Waverly Hotel	455 00
5th. For damages to the person	4,000 00
	$5,707 50

The facts are fully set forth in the record, as found by the circuit judge, and precede the decree on page 104.

The decree is virtually the same as that rendered by the district court on record p. 104.

The case exhibits but one point of law susceptible, in our opinion, of even a plausible contestation. This appears in the defence of the action on record p. 11, as follows: "That at the time libellant alleges he was injured said steam-"boat *Natchez* was not on a voyage, but was safely and se-"curely moored to the wharf in the city of New Orleans, "preparing to discharge her cargo. Her voyage had ended "at the time libellant avers he was injured, and the cause "of action for the injury complained of is not an admiralty "cause, and this honorable court has no jurisdiction thereof; "that libellant has only an action in the ordinary courts of "common-law jurisdiction."

This is manifestly a declinatory exception, by which the now antiquated hostility between common law and admiralty jurisdiction is sought to be revived. But the tort here complained of took place on a floating steamboat on a navigable river, where the tide ebbs and flows; and whether the steamboat was in motion or moored quietly at the wharf is an immaterial and irrelevant distinction. In the light of reason, we submit that the question presented by the pleadings is not now debatable. The proposition involves just this: that the steamboat *Natchez*, navigating the lower Mississippi between the city of New Orleans, her home port, and the city of Vicksburg, and engaged in the coasting trade, *emerges from* the admiralty and marine jurisdiction vested exclusively in the national courts every time she makes a landing, and *enters into* the exclusive sphere of common-law jurisdiction as soon as she is "*moored safely and securely* "*to the wharf.*"

The district court of the United States asserted its jurisdiction over the case as one in admiralty, and on the ruling of the judge of that court the proceedings were amended by converting the suit into an action *in personam* instead of an action *in rem*. This is a matter of form and orderly procedure, to which no objection seems to have been reserved. Outside of the statement of facts and the decree made by the U. S. circuit judge, the record is silent on the question of jurisdiction, and the want of jurisdiction is not assigned in any one of the many grounds urged on the petition for a rehearing.

Rec., p. 109.

If the appellant's distinction relied on were sustained, the judgment would not only be questionable on right reason, but it would also conflict with the spirit of all the more recent authorities. These "assert *the broad doctrine* that the "principles of that (admiralty) jurisdiction, as conferred on "the Federal courts by the Constitution, extend *wherever* "*ships float* and navigation successfully aids commerce, "whether internal or external."

Miller, J., in the (Hine *vs.* Trevor, 4 Wall., 563) commenting the Genessee Chief, (12 Howard, 457,) and declaring that it "*asserts the broad doctrine*" just quoted.

"*Wherever ships float*" would therefore be an entirely erroneous expression, if, as the appellants contend, it had to be supplemented with the words "and in motion." The idea expressed by the word "float" equally embraces ships in motion as well as ships at rest. A collision of steamships at sea, where one of them had by reversing its engines obtained a perfectly motionless position on the water, could not reasonably be excluded from the admiralty jurisdiction on this account. Nor whilst lying at anchor or moored to the wharf. A steamboat, whilst afloat, never emerges from

the admirality jurisdiction so as to become a bridge or a wharf, for these are mere extensions of the land; and, although the bridge or wharf may be afloat, yet, if connected permanently and fixedly to the land, they are without the admiralty jurisdiction and within the sphere of the common law.

It is apparent to us that the skilful proctors for the claimants have made this part of their defence more with the view of obtaining for their clients the long delay of an appeal to this Court, rather than in any conviction of the soundness of the distinction on which they rely. The facts as found by the circuit court are conclusive upon your Honors, and exhibit a case of personal injury to a poor man, who sues *in forma pauperis*. The amount awarded is very reasonable under any view of the case. It is manifest that the resort to this court has been taken for delay merely, and we submit that this case is one eminently proper for the application of rule No. 23, par. 2.

We therefore pray for the affirmance of the judgment appealed from, with such damages as your Honors may deem it proper to inflict.

Respectfully submitted.

DURANT & HORNOR,
for Appellee.

WASHINGTON, D. C. *January* 27, 1882.